



**Lewiston City Council  
REGULAR MEETING AGENDA  
September 22, 2025 - 6:00 PM  
Lewiston City Library – Second Floor Event Space – 411 D Street  
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at [cityoflewiston.org](http://cityoflewiston.org).

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**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. CITIZENS COMMENTS**

This is an opportunity for individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

**IV. PRESENTATIONS**

- A. FIRE PREVENTION WEEK PROCLAMATION:** Proclaiming October 5th through 11th as "Fire Prevention Week" in the City of Lewiston (Mayor Johnson)

**V. PUBLIC HEARINGS AND RELATED ACTION ITEMS**

- A. PUBLIC HEARING FOR COMPREHENSIVE PLAN AMENDMENT CPA25-1:** Accepting testimony on Comprehensive Plan Amendment CPA25-1, a proposal to amend the Envision Lewiston 2044 Comprehensive Plan concerning surface and groundwater in response to newly enacted Idaho Code §§ 67-6508 (r) and 67-6537 - Action Item (Assistant Planner Hollingshead)
- B. RESOLUTION 2025-21:** Considering amending the Envision Lewiston 2044 Comprehensive Plan to include changes relative to surface and groundwater - Action Item (Assistant Planner Hollingshead)
- C. PUBLIC HEARING FOR ZONE CHANGE APPLICATION ZNC25-2:** Accepting testimony on an application by Steve Carlton requesting a zone change from Agricultural Transitional (F-2) Zone to General Commercial (C-4) Zone for an approximately 4.83 acre parcel also known as RPL355W0084791, located immediately to the west of 805 Stewart Avenue - Action Item (Assistant Planner Hollingshead)
- D. FIRST READING OF ORDINANCE 4954:** Considering implementing the City Council's decision in ZNC25-2, declaring that certain real property be removed from the Agricultural Transitional (F-2) Zone to the General Commercial (C-4) Zone; and amending the official zoning map of the City of Lewiston - Action Item (Assistant Planner Hollingshead)

**VI. CONSENT AGENDA**

All items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under “Items Moved from the Consent Agenda”.

- A. **CITY COUNCIL MINUTES**: Considering approval of the minutes of the following meetings: 9/1/2025 Work Session - Cancelled; and 9/8/2025 Regular - Action Item
- B. **ADVISORY BOARD AND COMMISSION MINUTES**: Accepting the minutes of the following meetings: 8/7/2025 Historic Preservation Commission; and 8/27/2025 Planning and Zoning Commission - Action Item
- C. **VOUCHER'S PAYABLE**: Considering approval of the Voucher's Payable dated 8/22/2025 - 9/04/2025 in the amount of \$1,494,130.91 - Action Item

**VII. ACTIVE AGENDA**

- A. **PURCHASE OF TWO TRANSIT BUSES THROUGH TIPS COOPERATIVE**: Considering approving the purchase of two (2) Turtle Top Terra Transit buses from ABC Texas Bus Sales, Inc. through The Interlocal Purchasing System (TIPS) cooperative in the amount of \$331,995.68, plus \$12,000 for ancillary enhancements, for a total estimated project cost of \$343,995.68 - Action Item (Transit Manager Usher)
- B. **RESOLUTION 2025-45**: Considering approving an Affiliation Agreement between the City and Idaho State University on behalf of its Paramedic Program, and authorizing the Mayor and City Clerk to sign and attest the agreement, respectively - Action Item (Deputy Fire Chief Lucas)
- C. **ORDINANCES**
  - 1. **FIRST READING**
    - a. **ORDINANCE 4957**: Considering amending Lewiston City Code Section 35-71.1 adding an additional disabled parking space in Downtown Lewiston - Action Item (Public Works Director Johnson)

**VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item**

**IX. UNFINISHED AND NEW BUSINESS**

- A. **CITY COUNCILOR COMMENTS**: Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **AGENDA TOPICS**: - Action Item

**X. ADJOURNMENT - Action Item**

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

# Proclamation

City of Lewiston, Idaho

*WHEREAS*, the City of Lewiston is committed to ensuring the safety of all who live in and visit Lewiston; and

*WHEREAS*, fire remains a serious public safety concern, and the presence of lithium-ion batteries in household devices introduces unique fire risks; and

*WHEREAS*, electronics such as smartphones, tablets, laptops, power tools, e-bikes, and toys use lithium-ion batteries, which if damaged, misused, or improperly charged, can overheat, ignite, or explode; and

*WHEREAS*, the National Fire Protection Association® (NFPA®) reports rising battery-related fires, underscoring the need for safe handling; and

*WHEREAS*, residents should buy listed products, charge batteries safely, and recycle them properly; and

*WHEREAS*, lithium-ion batteries store large amounts of energy in small spaces, and overcharging, using uncertified chargers, or exposing them to damage increases fire risk; and

*WHEREAS*, proper disposal and recycling prevent environmental hazards and reduce fire dangers; and

*WHEREAS*, Lewiston's first responders work to prevent fires through safety education and outreach; and

*WHEREAS*, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," highlights safe use, charging, and recycling to prevent fires.

*NOW THEREFORE*, I, Dan Johnson, Mayor of the City of Lewiston, proclaim October 5-11, 2025 as

**"FIRE PREVENTION WEEK"**

in the City of Lewiston, Idaho.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE CITY OF LEWISTON, IDAHO, TO BE AFFIXED HERETO THIS 22<sup>ND</sup> DAY OF SEPTEMBER 2025.

DANIEL G. JOHNSON, MAYOR  
LEWISTON, IDAHO



## CITY COUNCIL MEETING AGENDA ITEM SUMMARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>PUBLIC HEARING FOR COMPREHENSIVE<br>PLAN AMENDMENT CPA25-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>AGENDA NO.</b> V. A.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>Idaho Code 67-6537 was recently amended to require all applicant proposing land use changes to utilize surface water as the primary source for irrigation, where such water is reasonably available. Idaho Code 67-6508 as also recently amended to include a new subsection addressing the domestic use of water in subdivisions and the Domestic Use Exemption, thereby necessitating an amendment to the Envision Lewiston 2044 Comprehensive Plan. The proposed amendment will align the City of Lewiston's Comprehensive Plan with these state codes. |                                                                       |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                       |
| <b>ACTION PROPOSED</b><br><br>Approve CPA25-1 amending the Envision Lewiston 2044 Comprehensive Plan, via Resolution 2025-21.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                       |

LEWISTON CITY COUNCIL  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lewiston will hold a public hearing on **Monday September 22, 2025 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho.** The purpose of the hearing is to receive testimony and comments regarding **CPA25-1, AN AMENDMENT TO ENVISION LEWISTON 2044, THE COMPREHENSIVE PLAN (ACTION ITEM)**. The Council will consider amendments to add language to consider the effect on ground water in adoption and amendment or repeal of the comprehensive plan and to require the use of surface water as the primary irrigation water source, where reasonably available, in land use changes, pursuant to Idaho Code 67-6508(r) and Idaho Code 67-6537, respectively. These amendments were recommended by the Planning and Zoning Commission on August 27, 2025 for approval by City Council.

**Submission of Written Comments:** To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday September 21, 2025.** Written comments can be submitted by:

- Emailing City Clerk Tanya Brocke at [tbrocke@cityoflewiston.org](mailto:tbrocke@cityoflewiston.org)
- Mailing to: City Clerk's Office, PO Box 617, Lewiston, ID 83501

**Testimony for public hearings may also be given in-person at the meeting.**

For further information on the subject of the hearing, please contact Katie Hollingshead at [khollingshead@cityoflewiston.org](mailto:khollingshead@cityoflewiston.org) or (208) 746-1318, ext 7261.

All citizens are invited to attend the public hearing on **CPA25-1 on Monday September 22, 2025 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho.**

Dated this September 7, 2025.

Tanya M. Brocke  
City Clerk

August 27, 2025

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The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Shaunita Cable; Cynthia Ball; Kathy Branson; Maureen Anderson; Kevin Kelly

*COMMISSIONERS EXCUSED:*

*STAFF MEMBERS PRESENT:* Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney

**II. CITIZENS COMMENTS**

None

**III. ACTIVE AGENDA**

**A. APPROVAL OF AUGUST 13, 2025 MEETING MINUTES (ACTION ITEM)**

Commissioners Branson and Ball moved and seconded, respectively, approval of the August 13, 2025 meeting minutes as written. The motion carried 6-0-1 with Commissioner Kelly abstaining.

**B. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC25-2 BY STEVE CARLTON CANYON CREST PLANNED UNIT DEVELOPMENT AGREEMENT:**

Commissioners Anderson and Wolf moved and seconded, respectively, to approve the Reasoned Statement for ZNC25-2. The motion carried 6-0-1 with Commissioner Kelly Abstaining.

**C. PUBLIC HEARING, COMPREHENSIVE PLAN AMENDMENT CPA25-1, USE OF SURFACE AND GROUNDWATER (ACTION ITEM):**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Hollingshead provided a verbal summary of the staff report.

Commissioner Kelly asked what is considered surface water, is it a stormwater pond.

Staff Hollingshead stated that surface water would be rainwater, stormwater pond could possibly be considered surface water. Surface water usually comes from a natural source.

There being no further questions for the staff, Chair Iacoboni asked for public testimony.

Barney Metz, L.O.I.D General Manager and representing Idaho Water Users Association, stated that the ground resources is under some form of stress as the population continue to grow. They have had previous developers not use the irrigation lines that are available, and it has caused stress on the domestic sources available. This new state law will help relieve that stress. They are in support of it to be entered into the Comprehensive Plan.

Commissioner Ball asked if there is a zone change or a PUD will a stormwater line then be required to be installed.

Barney Metz stated no, this law states that if they have access to the irrigation line, then the developer or owner is required to tap into it.

Commissioner Branson asked if all existing structures that are not tapped in will be allowed to remain as is or be required to tap in.

Barney Metz stated they would remain as is.

There being no further public testimony, Chair Iacoboni closed the public hearing.

After deliberation and discussion, Chair Iacoboni and Commissioner Anderson moved and seconded, respectively, to direct staff to draft the recommendation to City Council approving CPA25-1. The motion carried 7-0.

**D. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT APPLICATION BY TONY HAVENS (ACTION ITEM):**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Hollingshead provided a verbal summary of the staff report with maps and photos so the commission could get geographically familiar with the area.

# NOTICE OF **CANCELLATION AND RESCHEDULING OF** PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Lewiston Planning and Zoning Commission will **not** conduct a public hearing at which you may provide comments/testimony on August 23, 2025 at 5:30 p.m. but, instead, will do so

**Wednesday August 27, 2025 at 5:30 .pm.**

**COMMUNITY DEVELOPMENT DEPARTMENT BUILDING**  
**2<sup>ND</sup> FLOOR MEETING ROOM,**  
**215 D STREET LEWISTON, ID 83501**

*Seating will be available on a first-come, first-served basis.*

This public hearing will be to determine approval or denial of the following proposal:

**CPA25-1, AN AMENDMENT TO ENVISION LEWISTON 2044, THE COMPREHENSIVE PLAN (ACTION ITEM):** The Commission will consider amendments to add language to consider the effect on ground water in adoption and amendment or repeal of the comprehensive plan and to require the use of surface water as the primary irrigation water source, where reasonably available, in land use changes, pursuant to Idaho Code 67-6508(r) and Idaho Code 67-6537, respectively.

**FOR FURTHER INFORMATION ABOUT THIS PROPOSAL** contact Joel Plaskon at the Community Development Department at [jplaskon@cityoflewiston.org](mailto:jplaskon@cityoflewiston.org) or (208) 746-1318, ext. 7202.

**Submission of Written Comments/Testimony:** To ensure that written comments can be forwarded to the Planning and Zoning Commission and relevant city staff prior to the hearing, please submit comments/testimony no later than **5:00 p.m. on Tuesday August 12, 2025** by: Emailing [dortiz@cityoflewiston.org](mailto:dortiz@cityoflewiston.org) or mailing to: Dawn Ortiz, Community Development Department, PO Box 617, Lewiston, ID 83501.

**Comments/Testimony for public hearings may also be given in-person at the meeting, during the public hearing.**

**Public Hearing notice publication date: Sunday August 10, 2025.**

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## OVERVIEW

This Chapter highlights a set of specific steps to achieve the Plan's goals and objectives outlined for the City and its community partners in Lewiston, Idaho. Recognizing that the implementation of these measures is an ongoing process, City leaders and staff should conduct annual assessments and prioritize strategic items. This flexibility is essential, as the goals and objectives may need to be adjusted over time to address changing demographics, the challenges posed by climate change, the promotion of resiliency, our focus on health, and adapting to evolving economic conditions. These considerations ensure that the Comprehensive Plan remains adaptable and responsive to the dynamic factors that influence the city's future development.

## PLAN AMENDMENT AND MANAGEMENT

Throughout the coming decades, Envision Lewiston 2044 should be reviewed and updated to remain relevant to market conditions and development needs. A proactive regular review of this Plan should be conducted in association with the Work Plan described herein below, and amendments should be considered at that time. Amendments outside of the regular review in the Work Plan can be considered on as needed basis at the request of an applicant or the City. Proposed changes to the Comprehensive Plan may be approved if:

1. The proposed changes will help better realize the Plan's community vision.
2. The proposed changes provide additional clarity or direction.
3. The proposed changes are not in conflict with other goals and objectives of the Plan.
4. The proposed changes address changed conditions or issues not previously foreseen.

Pursuant to Idaho Code Section 67-6508(r), adoption, amendment, or repeal of the Comprehensive Plan shall consider the effect on the source, quantity, and quality of groundwater in the area. Pursuant to Idaho Code Section 67-6537, all applicants proposing land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation.

Implementation of Envision Lewiston 2044 will occur through pursuit of the Action Plan and related Work Plan, decisions on discretionary land use applications, and ongoing development and redevelopment. Most development and redevelopment projects will be led by the private sector, and the City will be responsible for reviewing all proposals to ensure that they comply with all applicable regulations. In some cases, the City may choose to assist with development plans that have a strategic fit with the comprehensive plan. The Plan will be implemented through the adoption of regulations and ordinances in the Municipal Code, but discretionary review processes, such as annexations and rezonings, include opportunities to achieve compliance with comprehensive plan objectives not yet translated into code.

As part of the development review process, the City should consider the following decision-making criteria for rezoning, zoning, and criteria.

## DECISION-MAKING CRITERIA

In evaluating zoning, rezoning, development proposals, capital investments, and requests for financial participation in projects, the City should determine that a project meets most of the following criteria for it to be considered compatible with the Future Land Use Map.

The proposed project should:

1. Help Lewiston achieve the Plan's Vision, Themes, and Goals.
2. Include uses compatible with the Future Land Use Map and land use categories.
3. Enhance and protect natural and built amenities and infrastructure.
4. Demonstrate that the project's travel demand and infrastructure estimates can be accommodated by existing and planned facilities.
5. Demonstrate that the life-cycle costs to the public of constructing, maintaining, and operating infrastructure included in the project will create a positive fiscal impact for the City in the short- and long-term.

## THE RIVERS AND RIVERFRONT

Lewiston's natural environment has contributed greatly to the City. The Snake and Clearwater rivers have provided tremendous economic benefits as industry has flourished in these areas. However, the riverfront location of the Downtown area did come with additional risk of flooding, which was mitigated in the 1970s with an extensive levee system. These levees are critical infrastructure that protects the City and aids in navigability of the river.

## VIEW CORRIDORS

Lewiston's dramatic topography provides many scenic views, the most prominent of which is the 2,000-foot Lewiston Hill to the north of the City. Other areas such as the Normal Hill and Country Club neighborhoods enjoy views of the rivers as well.

## GROUNDWATER

The Idaho Department of Water Resources (IDWR) monitors groundwater levels and quality throughout Idaho including the Lewiston Plateau. Quality testing is for contaminants such as metals, pesticides, and other characteristics such as pH and common ions. In general Lewiston's groundwater levels and quality are relatively good, however there is known contamination in the Lindsay Creek Nitrate Priority Area and Lewiston Plateau Groundwater Management Area. Most of this contamination is from pesticides, nitrates, and other agricultural chemicals are of interest due to proximity of agricultural practices in the area. Potential contaminants from septic system failures is present given the number and age of septic systems.

Pursuant to Idaho Code Section 67-6508(r), adoption, amendment, or repeal of the Comprehensive Plan shall consider the effect on the source, quantity, and quality of groundwater in the area. Pursuant to Idaho Code Section 67-6537, all applicants proposing land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation.

## SOILS AND AGRICULTURE

Lewiston's less developed areas, particularly in the AOI, are utilized for agricultural uses. This active farmland primarily accommodates winter wheat, grass, and pasture. Some soils constitute farmlands

of statewide importance. There are some nearby designated public rangelands, but most of these agricultural areas are privately owned and maintained grass and pasture. Less than 1% of Lewiston's labor force is in the agricultural sector. It is expected that many of the agricultural areas in Lewiston's AOI, particularly those in the southeast portion of the City, will transition to residential uses over time.

## HAZARDS

Lewiston is in a relatively stable geologic location but has experienced flooding in the past. Today, climate change increases the risk that natural hazards pose. Climate change has caused overall temperatures to rise, and it is predicted that this pattern of warming will continue. While Lewiston enjoys one of Idaho's mildest climates, periods of extreme heat are predicted to be more prevalent in the future. These climactic shifts often result in longer, more extreme shifts in weather patterns such as drought and flooding. With increased temperatures, snow becomes less frequent, and more precipitation comes in the form of rain increasing the risk of flooding. While Lewiston's levees protect from major flooding on the waterfront, more extreme rain events can cause flash flooding and increase the demand on stormwater infrastructure or impact the stability of steep topography. With more extreme climate shifts, the risk of extended droughts is also increased. Such droughts can cause aquifer levels to drop and may require deeper wells to maintain water supplies. Drought also increases wildfire risks. While Lewiston is surrounded primarily by agricultural lands, wildfire can significantly impact air quality for long distances. To reduce the risks posed, reduction in carbon emissions and increasing the resiliency of infrastructure is key.

## RENEWABLE ENERGY

Renewable energy helps to reduce the need for high-carbon emission sources and can help improve air quality. While most energy in Lewiston is provided by hydroelectric, there is a potential need for additional diversified renewable energy sources such as wind and solar. These energy sources can often be found in areas of large-scale agricultural production, generally over five acres. Benefits of such uses include increase in native vegetation, wildlife and pollinator habitat, stormwater absorption, and reductions in pollutants compared to agricultural uses. However, the introduction of commercial wind and/or solar power also comes with adverse impact to natural resources



# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

## TITLE 67

### STATE GOVERNMENT AND STATE AFFAIRS

#### CHAPTER 65

##### LOCAL LAND USE PLANNING

**67-6508. PLANNING DUTIES.** It shall be the duty of the planning or planning and zoning commission to conduct a comprehensive planning process designed to prepare, implement, review, and update a comprehensive plan, hereafter referred to as the plan. The plan shall include all land within the jurisdiction of the governing board. The plan shall consider previous and existing conditions, trends, compatibility of land uses, desirable goals and objectives, and desirable future situations for each planning component. The plan with maps, charts, and reports shall be based on the following components as they may apply to land use regulations and actions unless the plan specifies reasons why a particular component is unneeded.

(a) **Property Rights** – An analysis of provisions which may be necessary to ensure that land use policies, restrictions, conditions and fees do not violate private property rights, adversely impact property values or create unnecessary technical limitations on the use of property and analysis as prescribed under the declarations of purpose in chapter 80, title 67, Idaho Code.

(b) **Population** – A population analysis of past, present, and future trends in population including such characteristics as total population, age, sex, and income.

(c) **School Facilities and Transportation** – An analysis of public school capacity and transportation considerations associated with future development.

(d) **Economic Development** – An analysis of the economic base of the area including employment, industries, economies, jobs, and income levels.

(e) **Land Use** – An analysis of natural land types, existing land covers and uses, and the intrinsic suitability of lands for uses such as agriculture, forestry, mineral exploration and extraction, preservation, recreation, housing, commerce, industry, and public facilities. A map shall be prepared indicating suitable projected land uses for the jurisdiction.

(f) **Natural Resources** – An analysis of the uses of rivers and other waters, forests, range, soils, harbors, fisheries, wildlife, minerals, thermal waters, beaches, watersheds, and shorelines.

(g) **Hazardous Areas** – An analysis of known hazards as may result from susceptibility to surface ruptures from faulting, ground shaking, ground failure, landslides or mudslides; avalanche hazards resulting from development in the known or probable path of snowslides and avalanches, and floodplain hazards.

(h) **Public Services, Facilities, and Utilities** – An analysis showing general plans for sewage, drainage, power plant sites, utility transmission corridors, water supply, fire stations and fire fighting equipment, health and welfare facilities, libraries, solid waste disposal

sites, schools, public safety facilities and related services. The plan may also show locations of civic centers and public buildings.

(i) Transportation – An analysis, prepared in coordination with the local jurisdiction(s) having authority over the public highways and streets, showing the general locations and widths of a system of major traffic thoroughfares and other traffic ways, and of streets and the recommended treatment thereof. This component may also make recommendations on building line setbacks, control of access, street naming and numbering, and a proposed system of public or other transit lines and related facilities including rights-of-way, terminals, future corridors, viaducts and grade separations. The component may also include port, harbor and other related transportation facilities.

(j) Recreation – An analysis showing a system of recreation areas, including parks, parkways, trailways, river bank greenbelts, beaches, playgrounds, and other recreation areas and programs.

(k) Special Areas or Sites – An analysis of areas, sites, or structures of historical, archeological, architectural, ecological, wildlife, or scenic significance.

(l) Housing – An analysis of housing conditions and needs; plans for improvement of housing standards; and plans for the provision of safe, sanitary, and adequate housing, including the provision for low-cost conventional housing, the siting of manufactured housing and mobile homes in subdivisions and parks and on individual lots which are sufficient to maintain a competitive market for each of those housing types and to address the needs of the community.

(m) Community Design – An analysis of needs for governing landscaping, building design, tree planting, signs, and suggested patterns and standards for community design, development, and beautification.

(n) Agriculture – An analysis of the agricultural base of the area including agricultural lands, farming activities, farming-related businesses and the role of agriculture and agricultural uses in the community.

(o) Implementation – An analysis to determine actions, programs, budgets, ordinances, or other methods including scheduling of public expenditures to provide for the timely execution of the various components of the plan.

(p) National Interest Electric Transmission Corridors – After notification by the public utilities commission concerning the likelihood of a federally designated national interest electric transmission corridor, prepare an analysis showing the existing location and possible routing of high voltage transmission lines, including national interest electric transmission corridors based upon the United States department of energy's most recent national electric transmission congestion study pursuant to sections 368 and 1221 of the energy policy act of 2005. "High-voltage transmission lines" means lines with a capacity of one hundred fifteen thousand (115,000) volts or more supported by structures of forty (40) feet or more in height.

(q) Public Airport Facilities – An analysis prepared with assistance from the Idaho transportation department division of aeronautics, if requested by the planning and zoning commission, and the manager or person in charge of the local public airport identifying, but not limited to, facility locations, the scope and type of airport operations, existing and

future planned airport development and infrastructure needs, and the economic impact to the community.

(r) When considering amending, repealing, or adopting a plan, the local governing board shall consider the effect the proposed amendment, repeal, or adoption of the plan would have on the source, quantity, and quality of ground water in the area.

Nothing herein shall preclude the consideration of additional planning components or subject matter.

History:

[67-6508, added 1975, ch. 188, sec. 2, p. 515; am. 1992, ch. 269, sec. 2, p. 831; am. 1994, ch. 212, sec. 1, p. 669; am. 1994, ch. 245, sec. 2, p. 765; am. 1995, ch. 181, sec. 4, p. 666; am. 1995, ch. 305, sec. 1, p. 1054; am. 1996, ch. 201, sec. 1, p. 622; am. 2007, ch. 186, sec. 2, p. 543; am. 2011, ch. 89, sec. 2, p. 193; am. 2014, ch. 93, sec. 4, p. 255; am. 2025, ch. 129, sec. 10, p. 669.]

How current is this law?



# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

## TITLE 67

### STATE GOVERNMENT AND STATE AFFAIRS

#### CHAPTER 65

##### LOCAL LAND USE PLANNING

**67-6537. USE OF SURFACE AND GROUND WATER.** (1) All applicants proposing to make land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation. Surface water shall be deemed reasonably available if:

(a) A surface water right is, or reasonably can be made, appurtenant to the land;

(b) The land is entitled to distribution of surface water from an irrigation district, canal company, ditch users association, or other irrigation delivery entity, and the entity's distribution system is capable of delivering the water to the land; or

(c) An irrigation district, canal company, or other irrigation delivery entity has sufficient available surface water rights to apportion or allocate to the land and has a distribution system capable of delivering the water to the land.

(2) Consistent with sections 42-108 and 42-222, Idaho Code, any change in the nature of use of surface water provided by an irrigation delivery entity must be authorized by the entity holding the water right(s) for the available surface water. Nothing in this section shall alter the authority and discretion of irrigation delivery entities to apportion, allocate and distribute surface water, or for municipalities, counties, or water and sewer districts to pass ordinances or regulations to promote the use of surface water for irrigation.

(3) Nothing in this section shall be construed to override or amend any provision of title 42 or 43, Idaho Code, or impair any rights acquired thereunder.

(4) When considering amending, repealing or adopting a comprehensive plan, the local governing board shall consider the effect the proposed amendment, repeal or adoption of the comprehensive plan would have on the source, quantity and quality of ground water in the area.

History:

[67-6537, added 1989, ch. 421, sec. 3, p. 1033; am. 2005, ch. 338, sec. 1, p. 1056; am. 2025, ch. 129, sec. 11, p. 671.]

How current is this law?



## CITY COUNCIL MEETING AGENDA ITEM SUMMARY

|                                                                                                                                                                                                                                            |                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>RESOLUTION 2025-21                                                                                                                                                                                                    | <b>AGENDA NO.</b> V. B.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>Resolution 2025-21 amends the Envision Lewiston 2044 Comprehensive Plan to align with recent amendments to Idaho Code sections 67-6508 and 67-6537. |                                                                       |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>None.                                                                                              |                                                                       |
| <b>ACTION PROPOSED</b><br><br>Approve Resolution 2025-21.                                                                                                                                                                                  |                                                                       |

**RESOLUTION 2025-21**

**A RESOLUTION AMENDING THE ENVISION LEWISTON 2044 COMPREHENSIVE PLAN TO INCLUDE CHANGES RELATIVE TO SURFACE AND GROUND WATER**

**WHEREAS,** Idaho's Local Land Use Planning Act, Idaho Code Title 67, Chapter 65, requires Idaho cities to carry out planning duties necessary for orderly development and growth;

**WHEREAS,** the City of Lewiston, with the participation of its residents and all political subdivisions serving the City, prepared the Envision Lewiston 2044 Comprehensive Plan which was adopted through Resolution 2024-18 on July 8, 2024;

**WHEREAS,** Idaho Code § 67-6508 was recently amended to include a new subsection addressing the domestic use of water in subdivisions and the Domestic Use Exemption, thereby necessitating an amendment to the Envision Lewiston 2044 Comprehensive Plan;

**WHEREAS,** Idaho Code § 67-6537 was recently amended to require all applicants proposing land use changes to utilize surface water as the primary source for irrigation, where such water is reasonably available;

**WHEREAS,** on \_\_\_\_\_, the Lewiston Planning and Zoning Commission held a duly noticed public hearing to consider the amendments to the Envision Lewiston 2044 Comprehensive Plan in accordance with the hearing procedures set forth in Idaho Code § 67-6509;

**WHEREAS,** the Lewiston Planning and Zoning Commission recommended adoption of said amendments to the comprehensive plan to the City Council on \_\_\_\_\_;

**WHEREAS,** on \_\_\_\_\_, the Lewiston City Council held a duly noticed public hearing to consider adoption of the amendments to the Envision Lewiston 2044 Comprehensive Plan, in accordance with the public hearing procedures set forth in Idaho Code § 67-6509; and

**WHEREAS,** the City Council finds that it is in the best interest of the City and its residents to adopt the amendments to the Envision Lewiston 2044 Comprehensive Plan to guide the future

development and growth of the City.

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
LEWISTON, IDAHO:**

SECTION 1: That Chapter 9 – Natural Resources and Hazards and Chapter 11 – Implementation are hereby amended to include the changes required by Idaho Code §§ 67-6508(r) and 67-6537, which took effect on July 1, 2025.

SECTION 2: That the amended Envision Lewiston 2044 Comprehensive Plan, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the official comprehensive plan of the City of Lewiston.

SECTION 3: The amended Envision Lewiston 2044 Comprehensive Plan hereby supersedes and replaces in its entirety the 2024 Comprehensive Plan adopted by the City through Resolution 2024-18.

SECTION 4: This resolution shall become effective upon its passage.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Tanya M. Brocke, City Clerk



## CITY COUNCIL MEETING AGENDA ITEM SUMMARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>PUBLIC HEARING FOR ZONE CHANGE<br>APPLICATION ZNC25-2                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>AGENDA NO.</b> V. C.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>ZNC25-2 is an application by Steve Carlton requesting approval to rezone a 4.83 acre parcel of vacant land from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone. A public hearing was held by the Planning and Zoning Commission on this application on August 13, 2025 and the Planning and Zoning Commission unanimously recommended approval of the application to City Council. |                                                                       |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>none                                                                                                                                                                                                                                                                                                                                                   |                                                                       |
| <b>ACTION PROPOSED</b><br><br>Approved ZNC25-2 via Ordinance 4954.                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                       |

LEWISTON CITY COUNCIL  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lewiston will hold a public hearing on **Monday, September 22, 2025 at 6:00 p.m. in the Second Floor Event Space of the Lewiston City Library at 411 D Street, Lewiston, Idaho.**

The purpose of the hearing is to receive testimony and comments regarding **Zone Change Application ZNC25-2**: The applicant requests a zone change from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone for the 4.80 acre parcel also known as RPL355W0084791, located to the west of 805 Stewart Ave. This application was recommended by the Planning and Zoning Commission on August 13, 2025 for approval by City Council.

**Submission of Written Comments:** To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday, September 21, 2025**. Written comments can be submitted by:

- Emailing City Clerk Tanya Brocke at [tbrocke@cityoflewiston.org](mailto:tbrocke@cityoflewiston.org)
- Mailing to: City Clerk's Office, PO Box 617, Lewiston, ID 83501

**Testimony for public hearings may also be given in-person at the meeting.**

For further information on the subject of the hearing, please contact Assistant Planner Katie Hollingshead at [khollingshead@cityoflewiston.org](mailto:khollingshead@cityoflewiston.org) or (208) 746-1318 ext. 7261.

All citizens are invited to attend the public hearing on **Monday, September 22, 2025 at 6:00 p.m. in the Second Floor Event Space of the Lewiston City Library at 411 D Street, Lewiston, Idaho.**

Published this 7<sup>th</sup> day of September 2025.  
Tanya M. Brocke  
City Clerk

Mailed 9/3/2025  


# City of Lewiston



7/2/2025, 4:30:57 PM

adSites result

URBAN COLLECTOR

World Imagery

Citations

City Limits

Street

Low Resolution 15m Imagery

1.2m Resolution Metadata

Primary Street

Address

High Resolution 60cm Imagery

URBAN MINOR ARTERIAL

adSites

High Resolution 30cm Imagery

1:4,335

0

295

590

1,180 ft

0

90

180

360 m

Maxlat

0

90

**ZNC25-2**  
**MAILING NOTIFICATION LIST**

| OWNER1                                | OWNER2                       | ADDRESS              | CITY     | STATE | ZIP   |
|---------------------------------------|------------------------------|----------------------|----------|-------|-------|
| DEBRA LEWIS                           | THOMAS FISCHER               | PO BOX 612           | LEWISTON | ID    | 83501 |
| RAE HODGE                             |                              | 711 VISTA AVE        | LEWISTON | ID    | 83501 |
| STEVE CARLTON                         |                              | 1103 BRYDEN AVE      | LEWISTON | ID    | 83501 |
| LOREN COWGER                          | DONI NIELSEN                 | 3106 8TH ST          | LEWISTON | ID    | 83501 |
| D G PROPERTIES L L C                  |                              | 82 BLACKHAWK CLUB CT | DANVILLE | CA    | 94506 |
| BENJAMIN SPOONER                      | VICTORIA SPOONER             | 734 STEWART AVE      | LEWISTON | ID    | 83501 |
| APS EXPRESS LLC                       |                              | 3107 8TH ST          | LEWISTON | ID    | 83501 |
| SAMANTHA MUSSER                       | ARTHUR MUSSER                | 728 STEWART AVE      | LEWISTON | ID    | 83501 |
| MCCANN RANCH & LIVESTOCK CO           |                              | PO BOX 445           | LEWISTON | ID    | 83501 |
| NEZ PERCE COUNTY                      | BOARD OF COMMISSIONERS       | PO BOX 896           | LEWISTON | ID    | 83501 |
| INDEPENDENT SCHOOL DIST NO.1          | BOARD OF DIRECTORS           | 3317 12TH STREET     | LEWISTON | ID    | 83501 |
| CENTRAL ORCHARDS SEWER DISTRICT       | BOARD OF DIRECTORS           | 1522 POWERS AVE      | LEWISTON | ID    | 83501 |
| LEWISTON ORCHARDS IRRIGATION DISTRICT | BOARD OF DIRECTORS           | 1520 POWERS AVE      | LEWISTON | ID    | 83501 |
| LWS - NPC AIRPORT                     | AIRPORT AUTHORITY BOARD      | 406 BURRELL AVE      | LEWISTON | ID    | 83501 |
| PORT OF LEWISTON                      | BOARD OF COMMISSIONERS       | 1626 6TH AVE N       | LEWISTON | ID    | 83501 |
| WATER DISTRIBUTION OFFICE             | BRYAN LACY                   | 2605 16TH AVE        | LEWISTON | ID    | 83501 |
| WILLIAMS SECURITY OPERATIONS CENTER   | 13845 NORTHWEST PIPELINE LLC | ONE WILLIAMS CENTER  | TULSA    | OK    | 74172 |
| WASTEWATER OFFICE                     | NATE SMITH                   | 215 D ST, STE B      | LEWISTON | ID    | 83501 |

9 POLITICAL ENTITIES

9 PROPERTY OWNERS

**18 TOTAL NOTIFIED**

Mailed 9/3/2025  




STAFF USE ONLY

Case Number: ZNC25-2Hearing Date: 8.13.25

## APPLICATION FOR ZONE CHANGE

By submitting this application to the City of Lewiston you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission, or the Lewiston City Council, outside of the public hearing at which this matter will be heard.

### APPLICANT INFORMATION

Full Name: Carlton, Steve Date: 6/26/2025  
Last First M.I.

Address: 1103 Bryden Ave  
Street Address Apartment/Unit #  
Lewiston, Idaho, 83501  
City State ZIP Code

Phone: 208-791-7681 (Cell) Email steve@stevecarltonconstruction.com

Property Owner: Steve Carlton Phone: 208-791-7681 (Cell)

Property Owner Mailing Address: 1103 Bryden Ave, Lewiston, ID 83501

### DESCRIPTION OF PROPERTY

Street Address of Subject Property: 805 Stewart Ave and undeveloped area

Subdivision Name: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

OR, if not part of a subdivision, attach a metes and bounds description (See attached)

### NATURE OF REQUEST

Change **FROM** Zone District: F2 **TO** Zone District: C4

The Planning and Zoning Commission shall evaluate a requested amendment to a zoning district to determine the nature and extent of the requested change. If it is an accord with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the requested change. The commission may request documentation of land use impacts, both existing and proposed, through studies, presentations, or other documents, and may require said documentation to be stamped and signed by professionals deemed qualified by the commission.

**NOTE: This application is not an application for development. The applicant shall not submit, nor will the city accept for the purpose of processing this application, any potential, intended, or conceptual development plans. Nor shall the applicant describe or otherwise represent or disclose any potential, intended, or conceptual development plans in the submittal of this application. Potential, intended, or conceptual development plans are not a criteria or factor for the hearing body in its consideration of this application and may unduly influence the consideration of this application.**

Please provide **WRITTEN** responses to the following questions:

1. What is the Comprehensive Plan Designation of the property and of the adjoining properties? Describe how the requested zoning classification conforms to the adopted Comprehensive Plan map and text.

See attachment.

2. Describe how the subject land is at least as well suited or is better suited for the proposed zoning district than the existing zoning district.

See attachment.

3. Describe how the proposed rezone does not present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity.

See attachment.

4. Describe how the effects of the proposed rezone are not anticipated to place undue burden upon delivery of services provided by any political subdivision (i.e. taxing entity) within the planning jurisdiction, including school districts.

See attachment.

5. Describe how the size, type, intensity and density of development expected to occur on the subject property as a result of this rezoning is suitable for the area and will not unduly burden the neighborhood, public infrastructure or environmental resources.

See attachment.

6. If the subject property is located within a designated historic district, describe how the requested zone change will not be in conflict with the intents and purposes of Lewiston City Code Chapter 19.5, Historic Districts (A Certificate of Appropriateness from the Lewiston HPC is required).

See attachment.

#### APPLICANT'S CERTIFICATION

*The applicant(s) hereby certifies that the information contained in this application is true and correct to the best of my/our knowledge.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*The Property Owner hereby authorizes this application:*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED \*\***

## APPLICATION PROCESS

1. The applicant submits the completed application to the Community Development Department requesting the Zone change. The representative of the Department reviews the application for completeness prior to further processing.

**ALL MATERIALS INCLUDED IN THE APPLICATION MUST BE PROVIDED AT THIS TIME. INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED.**

**PLEASE NOTE:** By submitting this application to the City of Lewiston, you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission and/or the Lewiston City Council outside of the public hearing at which this matter will be heard.

2. The Community Development Department sets the public hearing date for the application according to the public hearing schedule. The Planning and Zoning Commission holds public hearings on the second and fourth Wednesday of each month. The Commission will make a recommendation on a zone change application to the City Council, who will also conduct a public hearing on the matter and render the decision. The City Council holds public hearings on the second and fourth Monday of each month. **Completed applications must be submitted at least four weeks prior to the public hearing date.** You will be notified of the hearing date when you submit your application.
3. The Community Development Department notifies all residents within 300 feet of the property for which you are requesting the Zone Change. This notifies them of the nature of your application, the date of the public hearing, and solicits comments from them.
4. The Community Development Department solicits comments from public agencies and City Departments so a recommendation can be made.
5. After all comments have been received, the Community Development Department prepares a staff report and recommendation for the Planning and Zoning Commission. You will receive a copy of this report and recommendation in advance of the meeting.
6. The Planning and Zoning Commission holds a public hearing on the request. The applicant is invited to speak as well as others who wish to provide testimony, whether in support or in opposition, to the request. **IT IS STRONGLY RECOMMENDED THAT YOU BE IN ATTENDANCE AT THIS MEETING.**
7. The Planning and Zoning Commission will make a recommendation to the City Council. This recommendation is forwarded to the City Mayor for submittal to the City Council.
8. The City Council sets a public hearing date, generally several weeks away to allow sufficient time for legal notice. The property owners who received notice for the Planning and Zoning public hearing will again receive notice of the City Council public hearing.
9. The City Council holds a public hearing on the request. If the City Council approves the PUD Amendment request. The City Attorney prepares an ordinance for the Council.
10. At subsequent public meetings, the City Council holds the first, second, and third readings of the Ordinance. Following the third reading and adoption of the Ordinance, the Ordinance is published in the newspaper, after which the PUD Amendment becomes final.

## APPLICANT'S CHECKLIST

- ☐ Completed and signed application with supporting documents;
- ☐ Filing fee payable to the City of Lewiston;
- ☐ A correct legal description of the property;
- ☐ A site plan (11" x 17" or 8 ½" x 11") to scale

**ZONE CHANGE APPLICATION for  
LOT LOCATED WEST OF ADDRESS 805 STEWART AVE.**

**APPLICANT: Steve Carlton**

**PREFACE STATEMENT:**

*The subject property is zoned F2 (Agricultural Transitional). The applicant is proposing to change the lot to, C4 (General Commercial Zone). See attached "Zone Map-Overall" & "Zone Map-Subject Property" for clarification.*

**RESPONSES TO ZONE CHANGE APPLICATION QUESTIONS:**

1. What is the Comprehensive Plan Designation of the property and the adjoining properties? Describe how the requested zoning classification conforms to the adopted Comprehensive Plan map and text.

*The comprehensive plan indicates this lot is within the Community Commercial area.*

*The proposed change to a C4 (General Commercial) zone designation is in alignment with the comprehensive plan.*

*The existing F2 (Agricultural Transitional) is not in alignment with the comprehensive plan.*

*See attachment labeled "Comprehensive Plan Map".*

2. Describe how the subject land is at least as well suited or is better suited for the proposed zoning district than the existing district.

*The existing zoning district is F2 (Agricultural Transitional Zone), which allows for limited outright use for general farming, single family housing, manufactured home, bed/breakfast facilities and family day care.*

*The subject land is better suited for the C4 (General Commercial) zoning district to align with the surrounding development and integrate with the city comprehensive plan. This use provides areas to serve the city and regional needs for commercial goods and services, as well as being compatible with adjacent residential development.*

3. Describe how the proposed rezone does not present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity.

*The proposed rezone will allow for the opportunity to create smaller commercial lots, blending with the existing commercial and low density residential development surrounding the subject property.*

4. Describe how the effects of the proposed rezone are not anticipated to place an undue burden upon delivery of services provided by any political subdivision (i.e. taxing entity) within the planning jurisdiction, including school districts.

4. Describe how the effects of the proposed rezone are not anticipated to place an undue burden upon delivery of services provided by any political subdivision (i.e. taxing entity) within the planning jurisdiction, including school districts.

*The proposed rezone will not place undue burden on the school district as it will encourage commercial business development and provide services for adjacent residential use zones.*

*All access roads, right-of-way improvements, utility, stormwater and fire protection services required for development of the subject property will be assumed by the developer. Development of the subject properties will only generate tax revenue.*

5. Describe how the size, type, intensity and density of development expected to occur on the subject property as a result of this rezoning is suitable for the area and will not unduly burden the neighborhood, public infrastructure or environmental resources.

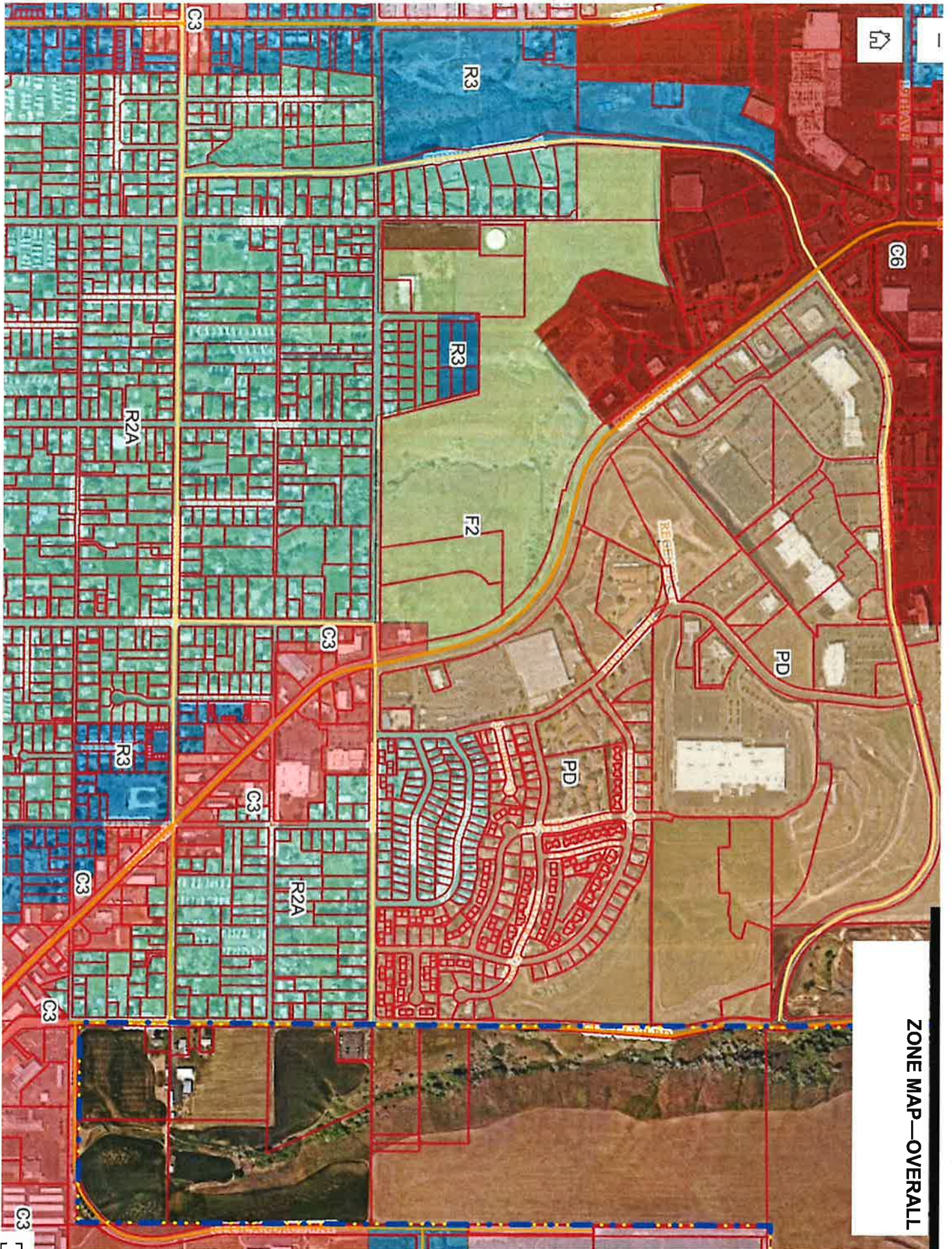
*The development that would occur in a C4 zone would align with the city Comprehensive Plan to encourage economic development, by providing available land for expansion of the commercial business sector.*

*A C4 zone designation for this lot will provide potential to create some highly sought after commercial view lots and attract developers looking for development opportunities adjacent to Thain Grade. This use zone will also allow for residential development above a grade level commercial use, a use not allowed outright in a C3 zone.*

*All access roads, right-of-way improvements, utility, stormwater and fire protection services required for development of the subject property will be assumed by the developer.*

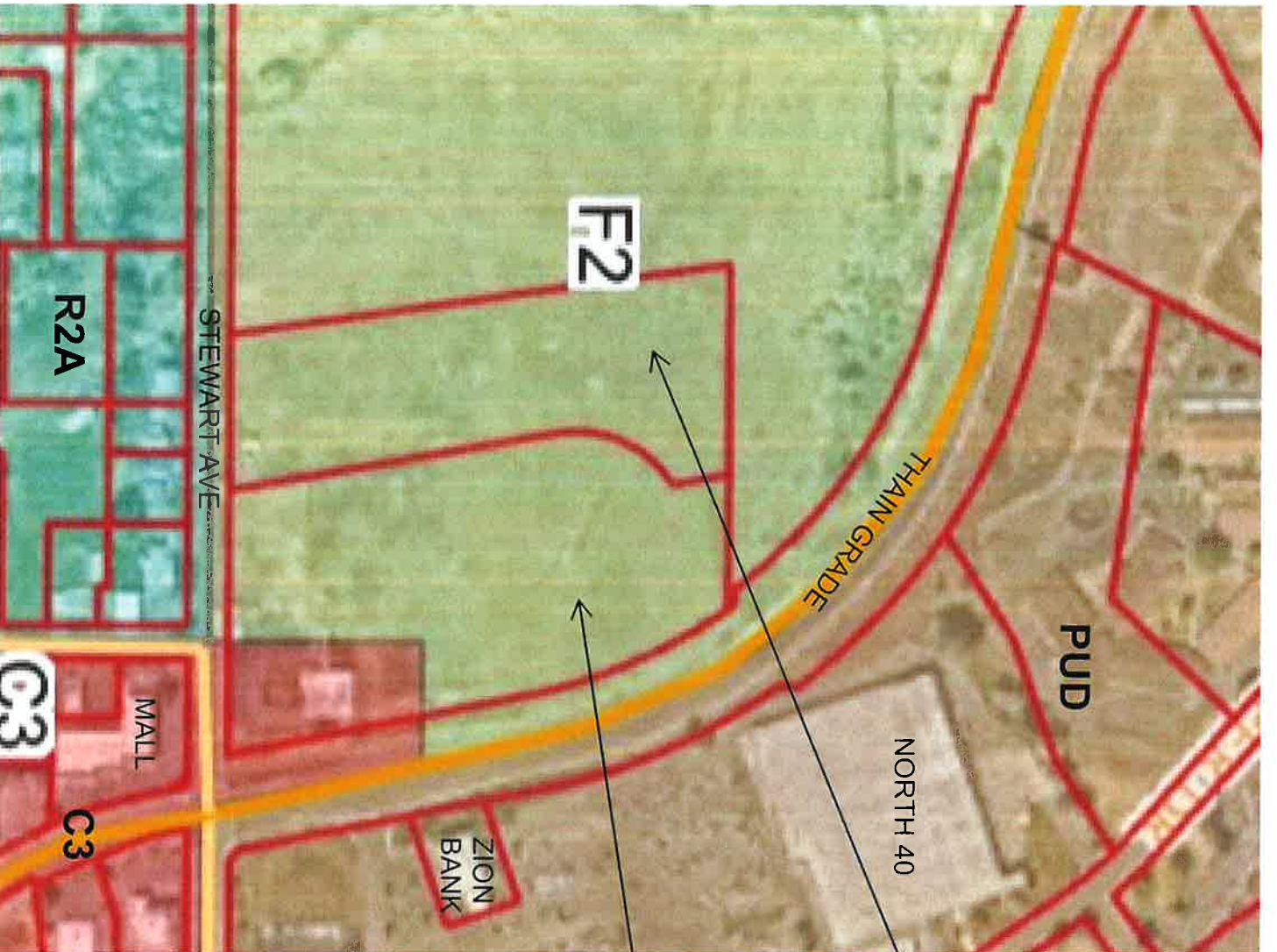
6. If the subject property is located within a designated historic district, describe how the requested zone change will not be in conflict with the intents and purposes of Lewiston City Code Chapter 19.5, Historic Districts (A Certificate of Appropriateness from the Lewiston HPC is required).

*Not applicable.*



ZONE MAP—OVERALL

**ZONE MAP—SUBJECT PROPERTY**

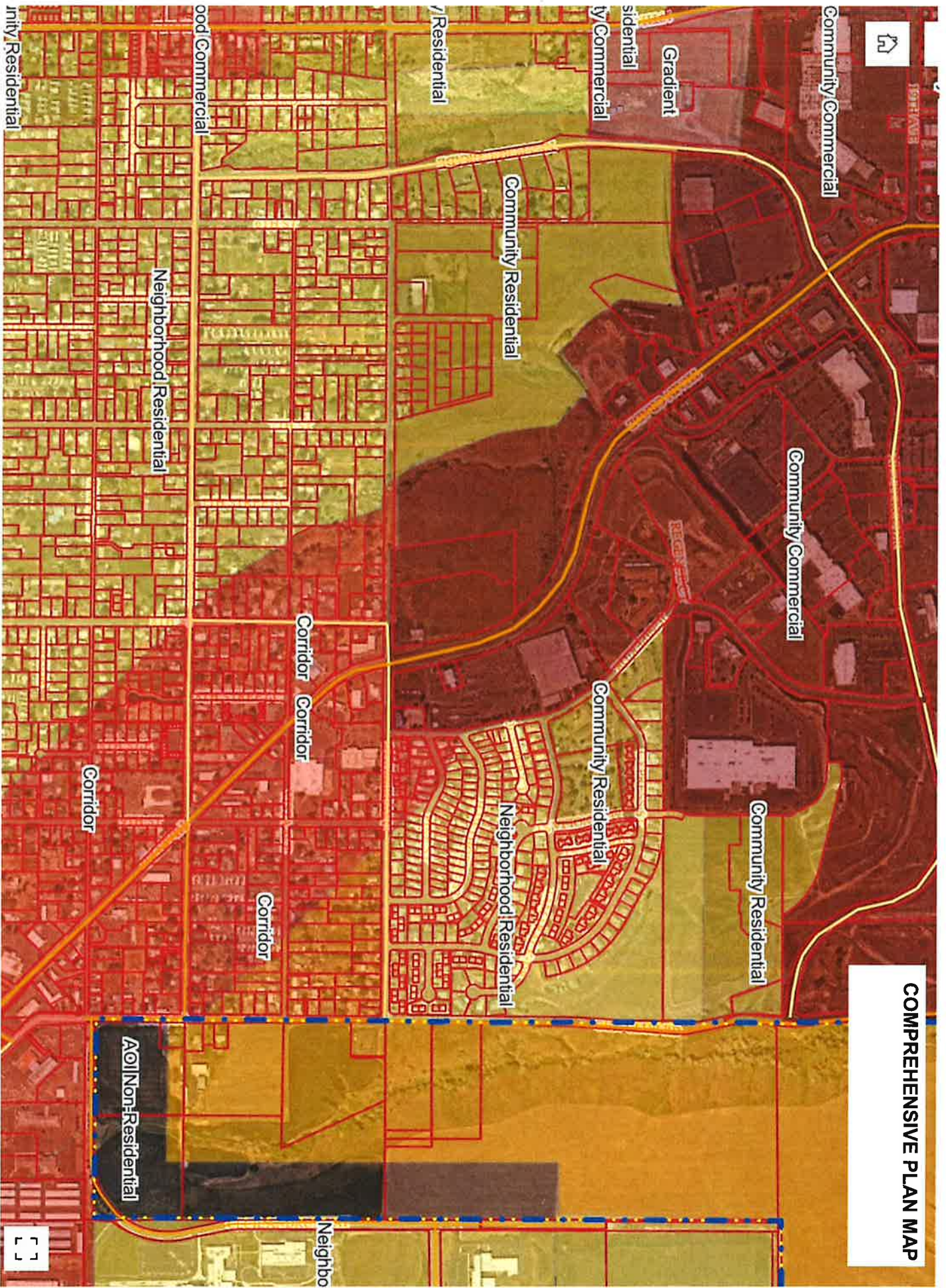


LOT SPECIFIED FOR ZONE CHANGE  
FROM F2 TO C4.

LOT PREVIOUSLY SUBMITTED FOR  
ZONE CHANGE (ZNC25-1) AT  
MEETING ON 6/25/2025. P&Z  
COMMITTEE APPROVED A  
REASONED STATEMENT THAT WILL  
BE SUBMITTED TO THE CITY  
COUNCIL FOR REVIEW TO CHANGE  
THIS LOT FROM F2/C3 TO C4.



COMPREHENSIVE PLAN MAP



SCALE: 1" = 100' — 0'



PRELIMINARY ONLY - NOT FOR CONSTRUCTION

CARLTON\_8052C-SITE.DWG

SHEET:  
1  
1

DRAWN BY: MR  
CHECKED BY: MRE  
DATE: 6/26/2015  
JOB NO: 25-05-21  
REVISION DATE:

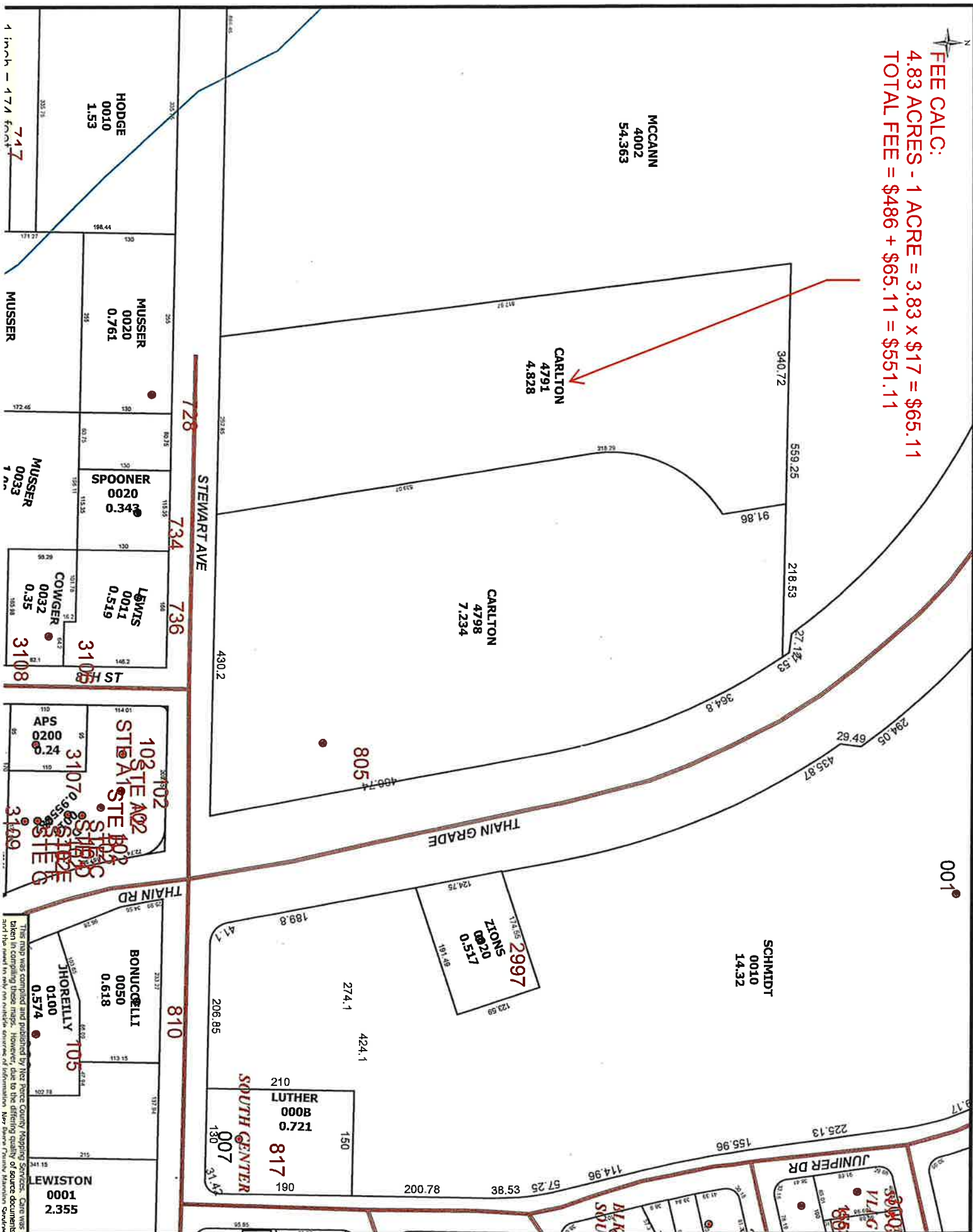


## ZONE CHANGE APPLICATION

805 Stewart Ave. Lewiston Idaho

SITE PLAN OF LOT

4.83 ACRES - 1 ACRE = 3.83 x \$17 = \$65.11  
TOTAL FEE = \$486 + \$65.11 = \$551.11





## **PLANNER'S STAFF REPORT**

*COMMUNITY DEVELOPMENT DEPARTMENT*

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**Date:** 7/24/2025

**Case File Number:** ZNC25-2

**Applicant:**

Steve Carlton  
1103 Bryden Avenue  
Lewiston, ID 83501

**Property Owner:**

Steve Carlton  
1103 Bryden Avenue  
Lewiston, ID 83501

**Site Location:**

Parcel Number RPL355W0084791  
Also known as the 4.83 acres of undeveloped land immediately adjacent on the west side of 805 Stewart Avenue.  
Lewiston, ID 83501

**Request/Proposal:** The applicant requests that a zone change from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone for the 4.83 acre parcel of undeveloped land immediately adjacent on the west side of 805 Stewart Avenue.

**Subject Property and Surrounding Land Uses:**

The subject property is a 4.83 acre parcel of vacant land. The subject property is located 430 lineal feet from the intersection of Stewart Avenue and Thain Grade, to the east. Property to the north and west is also vacant land. Immediately to the east is the former KRLC/Y105 radio station at 805 Stewart Ave. Further east, across Thain Grade is North 40 retail store, Zions Bank and Rock n' Roll Realty.

ZNC25-2

To the south, across Stewart Avenue are single family dwellings. Diagonally across the Stewart Avenue/Thain Road intersection to the southeast is Hopper's Pizza, Grocery Outlet, O'Reilly's Auto Parts and McDonald's.

**Related Or Other Pending Discretionary Actions:**

None.

**Flood Plain, Wetlands, EPA Regulated Site:**

NA

**Code References:**

**DIVISION 1. - AGRICULTURAL TRANSITIONAL ZONE F-2**

- **Sec. 37-11. - F-2 agricultural transitional zone.**

*Purpose.* To provide a transition zone from agricultural land uses to residential land use within the city limits where centralized water and sewer are not available.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 2, 10-25-99)

- **Sec. 37-12. - Uses permitted outright.**

In an F-2 zone, the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

- (1) Class A manufactured home;
- (2) General farming, except feedlots;
- (3) Single-family dwelling;
- (4) Bed and breakfast facilities, subject to special conditions of [section 37-13.1\(1\)](#) of this Code;
- (5) Family day care, subject to special conditions of [section 37-13.1\(2\)](#) of this Code.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 3, 10-25-99; Ord. No. 4322, § 4, 12-9-02; Ord. No. 4742, § 2B, 8-19-19)

- **Sec. 37-13. - Conditional uses permitted.**

In an F-2 zone, the following uses are permitted when authorized in accordance with the standards and requirements in article IX:

- (1) Class B manufactured home;

ZNC25-2

- (2) Commercial kennels;
  - (3) Public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;
  - (4) Quarrying when the outer boundary is not located within one thousand (1,000) feet of a dwelling unit other than that of the operator;
  - (5) Recreational vehicle park, subject to the provisions of [chapter 23](#), article II of this Code;
  - (6) Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency;
  - (7) Group day care, subject to special conditions of [section 37-13.1](#)(3) of this Code.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 4, 10-25-99; Ord. No. 4322, § 5, 12-9-02; Ord. No. 4698, § 15, 10-30-17; Ord. No. 4742, § 2C, 8-19-19; Ord. No. 4799, § 1, 3-8-21)

- **Sec. 37-13.1. - Special conditions.**

- (1) *Bed and breakfast facilities.*

- (a) The use shall not change the residential character of the dwelling, shall be conducted in such a manner as to not give any outward appearance of a business in the ordinary meaning of the term, shall be conducted so that the average neighbor under normal circumstances would not be aware of its existence, and shall not infringe upon the rights of neighboring residents to enjoy the peaceful occupancy of their homes.

- (b) No more than one (1) person, other than members of the family residing on the premises, shall be engaged in the occupation.

- (c) Only resident guests of bed and breakfast facilities shall be served meals.

- (d) Bed and breakfast facilities shall be limited to five (5) or fewer guestrooms.

- (e) One (1) off-street parking space is required for each guestroom of a bed and breakfast facility.

- (f) A bed and breakfast facility shall be allowed one (1) sign, no more than four (4) square feet and non-illuminated.

(g) The size of the site is shown to be reasonable for the intended use.

(h) Access to the site meets all applicable ordinances.

(i) The surrounding properties will not otherwise be adversely affected.

(2) *Family day care, one (1) to six (6) children.*

(a) A business license is required in accordance with [chapter 21](#) of this Code.

(b) The size of the site is shown to be reasonable for the intended use.

(c) Access to the site meets all applicable ordinances.

(d) The surrounding properties will not otherwise be adversely affected.

(3) *Group day care, seven (7) to twelve (12) children.*

(a) A business license is required in accordance with [chapter 21](#) of this Code.

(b) The size of the site is shown to be reasonable for the intended use.

(c) Access to the site meets all applicable ordinances.

(d) The surrounding property will not otherwise be adversely affected.

(Ord. No. 4249, § 5, 10-25-99; Ord. No. 4322, § 2, 12-9-02; Ord. No. 4351, § 2, 3-15-04;  
Ord. No. 4742, § 2D, 8-19-19; Ord. No. 4753, § 2, 12-14-19)

- **Sec. 37-14. - Lot size.**

The lot size shall be as follows:

(1) For a single-family dwelling, the minimum lot area shall be five (5) acres;

(2) Minimum lot width shall be two hundred (200) feet.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-15. - Yards.**

Except as provided in article VIII, yards shall be as follows:

ZNC25-2

(1) A front yard shall be a minimum of twenty (20) feet;

(2) A side yard shall be a minimum of ten (10) feet, except that on a corner lot, the side yard shall be a minimum of fifteen (15) feet from the property line or thirty (30) feet from the centerline of the street, whichever is greater;

(3) A rear yard shall be a minimum of twenty (20) feet.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-16. - Height of buildings.**

Buildings shall not exceed a height of thirty-five (35) feet.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-17. - Lot coverage.**

Buildings shall not cover more than forty (40) percent of the lot.

(Ord. No. 4108, § 2, 8-15-94)

#### **DIVISION 15. - GENERAL COMMERCIAL ZONE C-4**

- **Sec. 37-70. - General commercial zone C-4.**

(a) *Purpose.* To provide areas to serve the city and regional needs for commercial goods and services. Such areas shall be compatible with adjacent residential development.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 34, 10-25-99)

- **Sec. 37-71. - Uses permitted outright.**

In a C-4 zone the following uses and their accessory uses are permitted outright subject to the standards of article IV:

- (1) Auto, boat, manufactured home, recreational vehicle, heavy equipment sales and service;
- (2) Building supply outlet;
- (3) Business or professional offices;
- (4) Car wash, subject to the special conditions of [section 37-60.1\(1\)](#) of this Code;
- (5) Commercial entertainment facility, subject to the special conditions of [section 37-69.1\(3\)](#) of this Code;
- (6) Day care center, subject to the special conditions of [section 37-20.1\(5\)](#) of this Code;
- (7) Eating or drinking establishment;
- (8) Financial institutions;
- (9) Greenhouses and nurseries;
- (10) Laundry and dry cleaners;
- (11) Mini-storage, subject to the special conditions of [section 37-69.1\(1\)](#) of this Code;
- (12) Mortuary;

- (13) Motel/hotel;
  - (14) Multifamily residential uses not on the ground floor of a building;
  - (15) Personal services;
  - (16) Preschool, subject to the special conditions of [section 37-20.1\(6\)](#) of this Code;
  - (17) Public or governmental offices or semi-public uses which uses are similar to other uses permitted outright in this zone;
  - (18) Residential uses legally established as of December 31, 2004;
  - (19) Retail sales and service;
  - (20) Service station, subject to the special conditions of [section 37-60.1\(2\)](#) of this Code;
  - (21) Repealed by Ord. No. 4742.
  - (22) Repealed by Ord. No. 4742.
  - (23) Repealed by Ord. No. 4753.
  - (24) Veterinary clinic or kennel, subject to the special conditions of [section 37-69.1\(2\)](#) of this Code;
  - (25) Recreational vehicle park, subject to the provisions of [chapter 23](#), article II of this Code;
  - (26) Church.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 35, 10-25-99; Ord. No. 4322, § 4, 12-9-02; Ord. No. 4346, § 2, 11-17-03; Ord. No. 4390, § 4, 2-14-05; Ord. No. 4398, § 13, 1-9-06; Ord. No. 4531, § 8, 7-13-09; Ord. No. 4698, § 17, 10-30-17; Ord. No. 4742, § 2P, 8-19-19; Ord. No. 4753, § 5, 12-14-19)

- Sec. 37-72. - Conditional uses permitted.

In a C-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

- (1) Tire recapping;
- (2) Truck terminal;
- (3) Multifamily residential when located on the ground floor of a structure;
- (4) Wholesale warehouse;
- (5) Adult bookstore;
- (6) Adult theaters;
- (7) Adult entertainment facility;
- (8) Other public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;
- (9) Other semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency;
- (10) Repealed by Ord. No. 4753.
- (11) Homeless shelter, subject to the standards of [section 37-125](#) of this Code;
- (12) Other general commercial uses which are not permitted outright but which are consistent with the purpose of the C-4 zone, and are not detrimental to any of the outright permitted uses or other existing conditional uses or to nearby residential uses;
- (13) Replacement of a nonconforming commercial use located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to standards of [section 37-163\(17\)](#) of this Code;

(14) Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;

(15) A nonconforming commercial use may expand to bring that use into compliance with the requirements of this chapter, article VII, off-street parking and loading. Such nonconforming commercial use may expand onto a separate parcel containing a conforming use where that parcel is abutting the nonconforming use for purposes of parking only;

(16)

Bridge housing shelter, subject to the standards of [section 37-125](#) of this Code;

(17)

Transitional housing village, subject to the provisions of [chapter 42](#) of this Code.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 36, 10-25-99; Ord. No. 4328, § 2, 3-24-03; Ord. No. 4346, § 2, 11-17-03; Ord. No. 4689, § 4, 4-24-17; Ord. No. 4753, § 6, 12-14-19; Ord. No. 4799, § 14, 3-8-21; Ord. No. 4838, § 2, 12-13-21; [Ord. No. 4841](#), § 13, 11-14-22)

- Sec. 37-73. - Development standards.

In a C-4 zone, the following development standards shall apply and be in force:

(1) *Maximum height for buildings.* Sixty (60) feet.

(2) *Maximum lot coverage.* None.

(3) *Minimum lot size.* None.

(4) *Minimum front yard.* None except property abutting Thain Road shall have a twenty-foot minimum.

(5) *Minimum side yard.* None except fifteen (15) feet when a property abuts a residential zone.

(6) *Minimum rear yard.* None except fifteen (15) feet when a property abuts a residential zone.

(7) *Signs.* Signs shall be subject to the restrictions enumerated in the sign ordinance of the city.

(8) *Off-street parking.* Off-street parking shall be subject to the requirements enumerated in article VII.

(9) *Minimum screening.* Side or rear yards abutting residential zones shall be screened by means of a sight obscuring fence or approved landscaping materials. Such screening shall be installed prior to the issuance of an occupancy permit.

(Ord. No. 4108, § 2, 8-15-94; [Ord. No. 4920](#), § 4, 8-26-24)

- ec. 37-74. - Reserved.

- Sec. 37-75. - Temporary conditional use.

The purpose of the temporary conditional use in a C-4 zone is to enable a better temporary use of certain existing structures to ease their transition from certain light industrial uses to general commercial uses in compliance with the goals and purposes of the comprehensive plan of the City of Lewiston.

In a C-4 zone, the temporary conditional uses of fabricating and assembly operations may be permitted only if the following conditions have been met:

(1) The use shall only apply to existing structures and shall be compatible with the existing structures on the subject property. No exterior construction which substantially alters the existing structure shall be permitted by the grant of this conditional use and the building must be inspected by a building official.

- (2) For the purposes of this section, an existing structure is one that was constructed prior to January 1, 1981.
- (3) The use shall be compatible with all uses in existence within the surrounding area in that it will not create an adverse impact on traffic, noise levels, fire safety standards, clean air standards, water purity standards or detract from the nature and character of the surrounding uses.
- (4) The temporary conditional use shall not be granted outright and shall be strictly controlled, subject to such conditions as may be directed by the commission or the council to insure that the use shall be compatible as set forth in subsection (3) herein.
- (5) The temporary conditional use shall be granted only after following the same procedure for conditional uses in accordance with articles IV and IX.
- (6) The allowance of a temporary conditional use shall not grant the applicant any permanent rights in the use of the property. The temporary conditional use shall automatically terminate upon the expiration of a period of time to be set by the commission or the council which period of time shall in no event exceed five (5) years. Nothing shall prevent the holder of a temporary conditional use from applying for a new temporary conditional use for the same or similar purposes at, near or after the expiration date of a temporary conditional use granted pursuant to this section. Such an application shall be treated in all respects as a new application.
- (7) In any hearing concerning the allowance of a temporary conditional use pursuant to this section, the commission or the council shall consider and make findings and conclusions concerning the following:
- a. Specific findings with respect to subsections (1) through (6) of this section; and
  - b. The nature and extent of the temporary conditional use shall be specifically set forth by the commission and the council and no implied use shall arise therefrom; and
  - c. That the trend of the use of the area to general commercial use will not be impeded by the length of time for which the temporary conditional use is allowed.
- (Ord. No. 4108, § 2, 8-15-94)

## ARTICLE XII. AMENDMENTS

### **Sec. 37-178. Authorization to initiate amendments.**

An amendment to the text of this chapter or to the official zoning map may be initiated by the council, by the commission, or by the property owner. A property owner may initiate a request for an amendment by filing an application with the community development department using forms prescribed in Article XIII. The application shall be submitted at least twenty (20) working days prior to the meeting of the planning and zoning commission at which it will be considered. (Ord. No. 4108, § 2, 8-15-94)

## **Sec. 37-179. Public hearing and records of amendments.** SHARE

The commission shall hold a public hearing on every requested change in zoning district boundaries in accordance with section [37-184](#) of this chapter. Its recommendations on each request zone change shall be transmitted to the city council. No zone change shall be accomplished other than by ordinance duly passed by the city council. The city clerk shall maintain records of amendments to this chapter in a form convenient for use by the public. (Ord. No. 4108, § 2, 8-15-94)

## **Sec. 37-180. Accordance with adopted comprehensive plan.** SHARE

The commission shall evaluate a requested amendment to a zoning district to determine the nature and extent of the requested change. If it is in accord with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the requested change. The commission may request documentation of land use impacts, both existing and proposed, through studies, presentations, or other documents, and may require said documentation to be stamped and signed by professionals deemed qualified by the commission.

If the commission determines the requested change is not in accord with the adopted comprehensive plan, the commission may either deny the request or recommend to the council an appropriate amendment to the plan. The council may adopt or reject the amendment under the procedures provided in Idaho Code, Section [67-6509](#). After the plan is amended, the zoning map may be amended in conformity therewith. (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4344, § 4, 11-17-03)

### **Comprehensive Plan:**

The subject property is located on the Comprehensive Plan Future Land Use Map under the designation of Community Commercial. Community Commercial areas provide mid-to high-intensity commercial uses that attract people from across the community. The most intense uses should be located adjacent to major roadways, particularly near intersections of two major roadways. Uses should decrease in intensity when located farther from major roadways and near less intense residential areas. Inactive uses such as storage and warehousing should be located behind more active commercial uses along street.

Primary uses in the Community Commercial designation include retail and restaurant, personal services, office, commercial entertainment, and flex office/warehouse. Supporting uses include open space and recreation, residential attached, residential multi-unit, mixed use, industrial, storage units, transportation and utilities and institutions.

Goals, Objectives and Actions from the Comprehensive Plan that are applicable to this application are as follows.

LU.1. Accommodate future development and redevelopment.

LU.1.1 Optimize compatibility. Align incompatible zoning and land uses and development regulations with the Future Land Use Map to establish consistent and compatible growth patterns.

LU.1.3 Balance land uses. Establish land use patterns that accommodates various land uses in proportion to the needs of the community.

ED.1 Strengthen Lewiston's role as a regional economic hub.

**Input From Other Departments/Agencies:**

The Fire Department provided the following comment; "No issues with zone change request. Fire Code issues will be reviewed at time of permit review."

The Engineering Division of the Public Works Department provided the following comment: "Engineering does not object to the zone change."

**Analysis:**

The subject property is a 4.83 acre parcel that contains farm ground. Commercial uses to the south and southeast are zoned Community Commercial, C3, zone and the commercial uses to the east are zoned Planned Unit Development. The applicant recently applied for a zone change of the adjacent property at 805 Stewart Ave to the General Commercial, C4, Zone and that application was approved by the Planning & Zoning Commission at the July 9, 2025 meeting and approved by City Council at the July 28, 2025 meeting.

Permitted uses for the General Commercial, C4, zone are similar to those in the Community Commercial, C3, zone with a major difference being the General Commercial, C4, zone allows for multifamily not on the ground floor of a building by right, and multifamily on the ground floor of a building with Conditional Use Permit. The General Commercial, C4, zone would provide the opportunity for the applicant to design multi-story buildings with residential uses on the upper floors and commercial uses on the ground floor.

The Comprehensive Plan states that the Community Commercial area is appropriate for mixed commercial and residential uses and that residential uses should be located above or behind commercial uses, the General Commercial, C4, zone would allow for that criteria to be met, where the current F2 zone would not.

Stewart Avenue, directly in front of the subject property is designated a collector street, Stewart turns into a local road as it goes west, and dead ends approximately at the western edge of the subject property. The subject property sits approximately 250 feet from the intersection of Stewart Ave and 8<sup>th</sup> Street and approximately 430 feet from the intersection of Stewart Avenue and Thain Grade, before Thain Grade becomes Thain Road. Thain Grade is designated as an arterial street. The Comprehensive Plan identifies that the Community Commercial areas should be located adjacent to major roadways and should be located on a collector or arterial roadway and the subject property's location next to Thain Grade conforms to those criteria.

The subject property is adjacent to the East Route bus route (route travels north bound on Thain and turns east at the Thain Grade/Stewart Avenue intersection) and there is a bus stop across the street to the east at Rock n' Roll Realty.

**Relevant Criteria and Standards:**

See attached worksheet.

**Prepared By:**

Katie Hollingshead

(208) 746-1318, ext. 7261

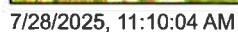
[khollingshead@cityoflewiston.org](mailto:khollingshead@cityoflewiston.org)

P.O.Box 617

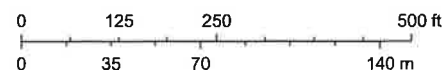
Lewiston, ID 83501



ZNC25-2



1:1,904



Maxar, Microsoft

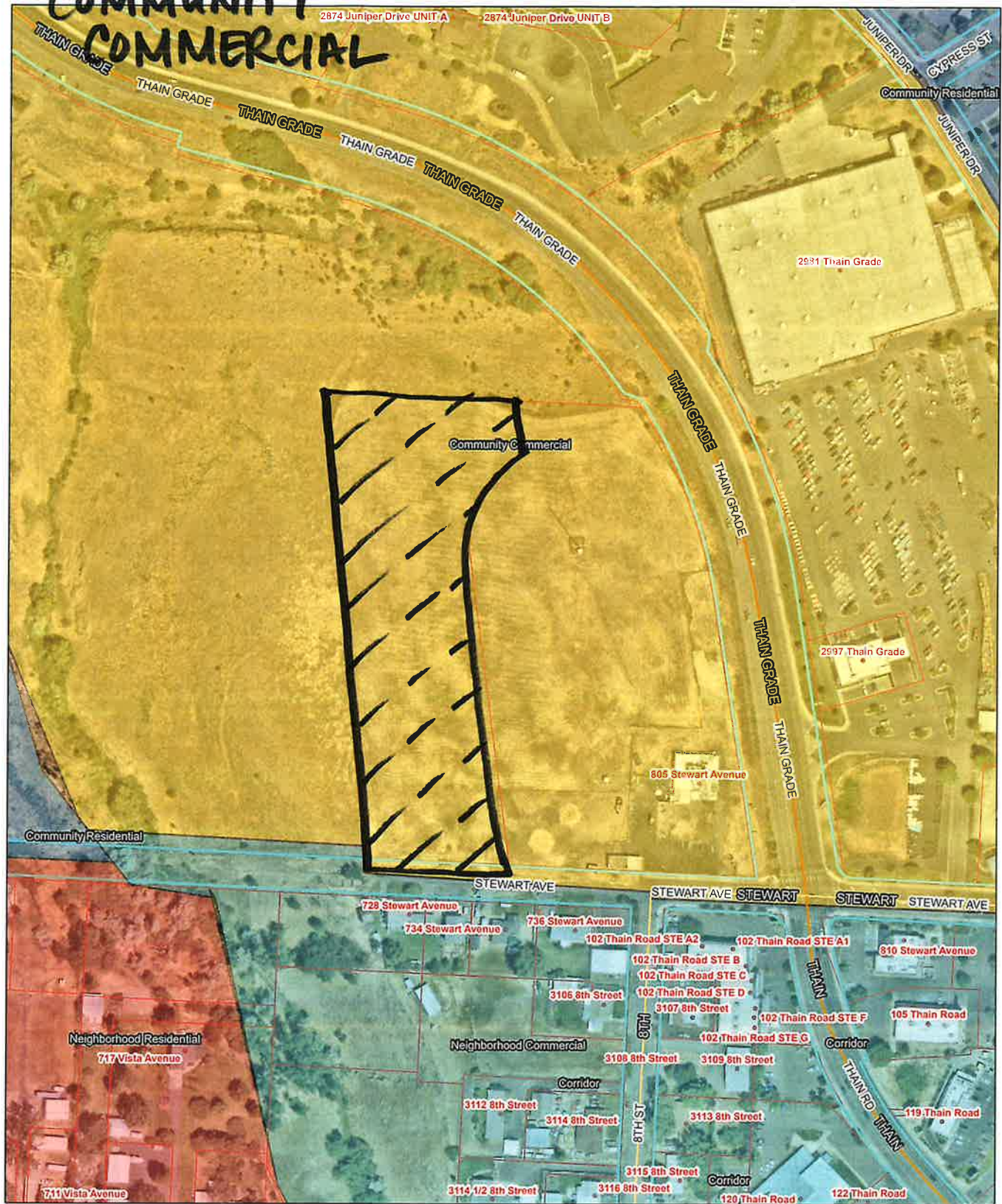
**FUTURE LAND USE MAP**  
City of Lewiston  
**COMMUNITY COMMERCIAL**

**ZNC25-2**

2874 Juniper Drive UNIT A  
2874 Juniper Drive UNIT B

TRAIN CREEK  
JUNIPER DRIVE

ZNC25-2



7/28/2025, 1:32:10 PM



 City Limits

Primary Street

URBAN MINOR ARTERIAL

URBAN COLLECTOR

Future Land Use (temp fix)

 Neighborhood Residential

Community Residential

 Corridor

Community Commercial



 Neighborhood Commercial



Street



Address



adSites

World Imagery

### Low Resolution 15m Imagery

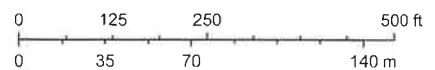
High Resolution 60cm imagery

High Resolution 30cm Imagery

## Citations

60cm Resolution Metadata

1:1,904



Maxar, Microsoft

City of Lewiston



7/28/2025, 11:04:14 AM

City Limits  
Primary Street

URBAN MINOR ARTERIAL  
URBAN COLLECTOR  
Street

Address  
adSites

World Imagery  
Low Resolution 15m Imagery

High Resolution 60cm Imagery  
High Resolution 30cm Imagery  
Citations  
60cm Resolution Metadata

1:3,173

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Maxar, Microsoft





7/28/2025, 11:04:14 AM

City Limits

Primary Street

URBAN MINOR ARTERIAL

URBAN COLLECTOR

Street

Address

adSites

World Imagery

Low Resolution 15m Imagery

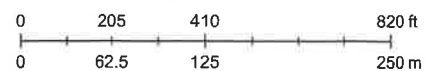
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Maxar, Microsoft



**LEWISTON CITY COUNCIL  
REASONED STATEMENT OF RELEVANT CRITERIA AND  
STANDARDS FOR GRANTING OR DENIAL OF  
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. *See* I.C. § 67-6535.

**I. APPLICATION NUMBER:**

ZNC25-2

**II. APPLICANT'S NAME AND ADDRESS:**

Steve Carlton  
1103 Bryden Avenue  
Lewiston, ID 83501

**III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**

Parcel number RPL355W0084791

Also known as the 4.83 acres of undeveloped land immediately adjacent on the west side of 805 Stewart Avenue.

Lewiston, ID 83501

**IV. DATE OF PUBLIC HEARING:**

September 22, 2025

**V. NAME OF HEARING BODY:**

Lewiston City Council

**VI. NATURE OF APPLICATION:**

Rezone subject property from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone.

**VII. DECISION:**

The Lewiston City Council **[APPROVES or DENIES] ZNC25-2**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

Page 1 of 3

## VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

## IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone **is/is not** in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:
2. The subject property **is/is not** at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:
3. The proposed rezone **does/does not** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:
4. The effects of the proposed rezone **are/are not** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:
5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **is/is not** suitable for the area and **will/will not** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:
6. The proposed rezone (**is/is not**) in conformance with Idaho Code 67-6537, Use of Surface and Ground Water. Applicable commentary:

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is: Not applicable.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include: Not applicable.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FOR ZNC25-2

Page 2 of 3

As explained below, an applicant denied an application concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

**NOTICE TO APPLICANT AND AFFECTED PERSONS:** An applicant or affected person may file a written request for reconsideration with the City Clerk to request that the City Council reconsider its final decision within fourteen (14) calendar days by 5:00 p.m. on the fourteenth (14<sup>th</sup>) day after the City Council has adopted this Reasoned Statement of Relevant Criteria and Standards. The written request for reconsideration shall include, at a minimum, the following information: (i) the name and address of the applicant or affected person requesting reconsideration, (ii) the specific deficiencies in the decision for which reconsideration is sought, and (iii) a description of any procedural injury or substantial harm to real property interest(s) suffered as a result of the decision, all in accordance with Lewiston City Code § 37-185(b)(1). A form may be obtained from the City Clerk. A request for reconsideration shall be a mandatory exhaustion of an applicant or affected person's administrative remedies prior to the filing of a petition for judicial review of a final decision made by the City Council.

Every final decision rendered shall provide or be accompanied by notice to the applicant regarding the applicant's right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003. The mailing of a signed and dated copy of this Reasoned Statement of Relevant Criteria and Standards by the City to the applicant shall constitute compliance with such notice requirement. An applicant denied an application or an affected person aggrieved by a final decision concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, as described above, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

**By:** \_\_\_\_\_  
Daniel G. Johnson, Mayor

**Date of Signature:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Tanya M. Brocke, City Clerk

# NOTICE OF PUBLIC HEARING

***NOTICE IS HEREBY GIVEN that the Lewiston Planning and Zoning Commission will conduct a public hearing at which you may provide comments/testimony on***

**Wednesday August 13, 2025 at 5:30 pm.**

**COMMUNITY DEVELOPMENT DEPARTMENT BUILDING  
2<sup>ND</sup> FLOOR MEETING ROOM,  
215 D STREET LEWISTON, ID 83501**

*Seating will be available on a first-come, first-served basis.*

This public hearing will be to determine approval or denial of the following proposal:

**PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR ZONE CHANGE APPLCIATION ZNC25-2 BY STEVE CARLTON (ACTION ITEM):** The applicant requests a zone change from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone for the 4.80 acre parcel also known as RPL355W0084791, located to the west of 805 Stewart Ave.

**FOR FURTHER INFORMATION ABOUT THIS PROPOSAL contact Katie Hollingshead at the Community Development Department at [khollingshead@cityoflewiston.org](mailto:khollingshead@cityoflewiston.org) or (208) 746-1318, ext. 7261.**

**Submission of Written Comments/Testimony:** To ensure that written comments can be forwarded to the Planning and Zoning Commission and relevant city staff prior to the hearing, please submit comments/testimony no later than **5:00 p.m. on Tuesday August 12, 2025** by: Emailing [dortiz@cityoflewiston.org](mailto:dortiz@cityoflewiston.org) or mailing to: Dawn Ortiz, Community Development Department, PO Box 617, Lewiston, ID 83501.

**Comments/Testimony for public hearings may also be given in-person at the meeting, during the public hearing.**

**Public Hearing notice publication date: Sunday July 27, 2025.**

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the meeting coordinator, Dawn Ortiz, at least forty-eight (48) hours in advance of the meeting at [dortiz@cityoflewiston.org](mailto:dortiz@cityoflewiston.org) or (208) 746-1318, ext. 7265.

## Page 54 of 160



| OWNER1                      | OWNER2             | MAIL_ADD1            | MAIL_CITY | MAIL_ST | MAIL_ZIP | SITE_ADD        |
|-----------------------------|--------------------|----------------------|-----------|---------|----------|-----------------|
| LEWIS DEBRA A &             | FISCHER THOMAS R   | PO BOX 612           | LEWISTON  | ID      | 83501    | 736 STEWART AVE |
| HODGE RAE N                 |                    | 711 VISTA AVE        | LEWISTON  | ID      | 83501    | 711 VISTA AVE   |
| CARLTON STEVE               |                    | 1103 BRYDEN AVE      | LEWISTON  | ID      | 83501    | 805 STEWART AVE |
| COWGER LOREN W &            | NIELSEN DONIS      | 3106 8TH ST          | LEWISTON  | ID      | 83501    | 3106 8TH ST     |
| D G PROPERTIES LLC          |                    | 82 BLACKHAWK CLUB CT | DANVILLE  | CA      | 94506    | 102 THAIN RD    |
| SPOONER BENJAMIN L &        | SPOONER VICTORIA M | 734 STEWART AVE      | LEWISTON  | ID      | 83501    | 734 STEWART AVE |
| APS EXPRESS LLC             |                    | 3107 8TH ST          | LEWISTON  | ID      | 83501    | 3107 8TH ST     |
| MUSSER SAMANTHA &           | MUSSER ARTHUR W    | 728 STEWART AVE      | LEWISTON  | ID      | 83501    | 728 STEWART AVE |
| MCCANN RANCH & LIVESTOCK CO |                    | PO BOX 445           | LEWISTON  | ID      | 83501    |                 |

**CITY OF LEWISTON PLANNING AND ZONING COMMISSION  
REASONED STATEMENT OF RELEVANT CRITERIA AND  
STANDARDS FOR GRANTING OR DENIAL OF  
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. See I.C. § 67-6535.

**I. APPLICATION NUMBER:**  
ZNC25-2

**Instrument # 923387**

NEZ PERCE COUNTY

8-29-2025 04:09:49 PM No. of Pages: 5

Recorded for : CITY OF LEWISTON

PATTY WEEKS

Fee: 0.00

Ex-Officio Recorder Deputy 

Index to: MISC

**II. APPLICANT'S NAME AND ADDRESS:**  
Steve Carlton  
1103 Bryden Avenue  
Lewiston, ID 83501

**III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**

Nez Perce County Tax parcel number RPL355W0084791, also known as the 4.83 acres of undeveloped land immediately adjacent on the west side of 805 Stewart Avenue, Lewiston, ID 83501.

**IV. DATE OF PUBLIC HEARING:**  
August 13, 2025

**V. NAME OF HEARING BODY:**  
Lewiston Planning and Zoning Commission

**VI. NATURE OF APPLICATION:**  
Rezone subject property from Agricultural Transitional, F-2, Zone to General Commercial, C-4, Zone.

**VII. DECISION:**  
The Lewiston Planning and Zoning Commission recommends **APPROVAL** of ZNC25-2 to the Lewiston City Council.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

Page 1 of 5

**VIII. RELEVANT CONTESTED FACTS RELIED UPON:**

The relevant contested facts relied upon are: None.

**IX. RELEVANT CRITERIA AND STANDARDS:**

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone is in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:

The subject property is a 4.83 acre parcel of vacant land. The subject property is located 430 lineal feet from the intersection of Stewart Avenue and Thain Grade to the east. The Comprehensive Plan Future Desired Land Use Designation for the subject property is Community Commercial. Community Commercial areas provide mid- to high-intensity commercial uses that attract people from across the community. The most intense uses should be located adjacent to major roadways, particularly near intersections of two major roadways. Uses should decrease in intensity when located farther from major roadways and near less intense residential areas. Inactive uses such as storage and warehousing should be located behind more active commercial uses along street.

Primary uses in the Community Commercial Designation include retail and restaurant, personal services, office, commercial entertainment, and flex office/warehouses. Supporting uses include open space and recreation, residential attached, residential multi-unit, mixed use, industrial, storage units, transportation and utilities and institutions.

The City Staff Report provides that Stewart Avenue, directly in front of the subject property is designated a collector street. Stewart turns into a local road as it goes west, and dead ends approximately 250 feet from the western edge of the subject property. The subject property sits at the intersection of Stewart Avenue and Thain Grade, before Thain Grade becomes Thain Road. Thain Grade is designated as an arterial street. The Comprehensive Plan identifies that Community Commercial areas should be located adjacent to major roadways and should be located on a collector or arterial roadway and the subject property's location next to Thain Grade conforms to those requirements.

The Planning and Zoning Commission (Commission) discussed how the existing Agricultural Transitional (F-2) Zone is not in conformance with the Community Commercial Designation; however, the proposed General Commercial (C-4) Zone is. The Commission received information from the City Staff Report, which is adopted herein by reference by the Commission, though not attached, that the stated purpose of the F-2 Zone is "To provide a transition zone from agricultural land uses to residential land use within the city limits where centralized water and sewer are not available." Whereas, the stated purpose of the proposed C-4 Zone is "To provide areas to serve the city and regional needs for commercial goods and

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

Page 2 of 5

services. Such areas shall be compatible with adjacent residential development.” The Commission found support with the conclusion that the proposed rezone is consistent with these goals and objectives.

Additionally, the Commission adopted the following Comprehensive Plan Goals and Objectives supporting approval of ZNC25-2 rezoning the subject property to the C-4 Zone:

- LU.1. Accommodate future development and redevelopment.
- LU.1.1 Optimize compatibility. Align incompatible zoning and land uses and development regulations with the Future Land Use Map to establish consistent and compatible growth patterns.
- LU.1.3 Balance land uses. Establish land use patterns that accommodate various land uses in proportion to the needs of the community.
- ED.1 Strengthen Lewiston’s role as a regional economic hub.

The Commission also heard testimony from the applicant that he had intended to include the subject property with ZNC25-1, a separate application to rezone the abutting parcel of property to the C-4 Zone as well. He stated that by rezoning both properties, the proposed rezone allows both commercial and residential uses, which is supported by, and listed in, the Community Commercial Land Use Designation of the Comprehensive Plan. Commissioner Anderson noted that by approving the requested rezone, the applicant will be able to develop the subject property consistent with the Comprehensive Plan and it gives him alternatives on a variety of different land uses.

2. The subject property is at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:

The City Staff Report provides that the subject property is a 4.83 acre parcel that contains farm ground. Commercial uses to the south and southeast are zoned Community Commercial (C-3) Zone and the commercial uses to the east are zoned as Planned Unit Development. The applicant also applied for a zone change of the adjacent property at 805 Steward Avenue to the C-4 Zone, which was recommended for approval by the Commission at its July 9, 2025 meeting and adopted and approved by the Lewiston City Council at its August 11, 2025 meeting.

Chair Iacoboni referred to the list of uses allowed by right in the C-4 Zone and stated that those uses are more consistent with the commercial character of the surrounding Thain corridor and are better suited than those uses allowed by right in the F-2 Zone. The Commission noted that the subject property is more appropriately suited for the proposed C-4 Zone rather than the existing F-2 Zone, given its proximity to adjacent commercial zones and the concurrent development planned for the abutting property owned by the applicant. The Commission determined that the proposed C-4 Zone is consistent with the Comprehensive Plan Community Commercial Designation, while the existing F-2 Zone is not. They discussed how their prior findings in the application of ZNC25-1 also supported their decision here, which they incorporated by reference and adopted herein.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

Page 3 of 5

3. The proposed rezone **does not** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:

The Commission received no testimony from the public regarding the rezone application. The City Staff Report and the applicant provided information that the subject property is in an area which contains both commercial and residential land uses, and that adequate public services and infrastructure are in place to serve future development of the subject property. The primary access to the subject property is expected to be at Thain Road, which is an arterial street and a commercial corridor.

Commissioner Ball observed that some of the uses permitted by right in the existing F-2 Zone—such as livestock and farming operations—may be less compatible with adjacent residential and commercial properties. She noted the proposed C-4 Zone would eliminate those uses and instead allow development that more closely matches the character and pattern of surrounding land uses. Chair Iacoboni also noted that at this point, since the Commission was only considering rezoning and not development, there were no identified nuisances that they could address at this stage of the process.

4. The effects of the proposed rezone **are not** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:

The Engineering Division of the Public Works Department provided the following comment: “Engineering does not object to the zone change.” The Fire Department provided the following comment: “No issues with zone change request. Fire Code issues will be reviewed at time of permit review.”

The Commission did not receive any testimony from political subdivisions other than internal City departments. The Commission considered information provided during the City staff’s presentation, which explained that coordination with internal City departments and external service providers, such as the Lewiston Orchards Irrigation District and/or Lewiston Orchards Sewer District, which typically occurs during the subdivision and building permits processes. The Commission commented that any necessary service-related issues would be addressed through those established procedures at the appropriate stages of development.

5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **is** suitable for the area and **will not** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:

The Commission considered testimony from the applicant, who expressed that he was interested in subdividing the property into smaller commercial lots potentially incorporating multi-family residential uses along the western portion of the subject property. In addition, while the Commissioners did not receive specific information concerning the intended size, type, intensity, or density of future development, the Commission reviewed and considered statements included in the applicant’s written materials, including a description that

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

Page 4 of 5

development under the C-4 Zone would align with the City's Comprehensive Plan's goal to support economic development by providing land suitable for commercial expansion.

The applicant indicated that the subject property's future development is intended to be an expansion of the commercial corridor along Thain Road, as indicated by the applicable Community Commercial Land Use Designation of the Comprehensive Plan, and residential uses above those commercial uses, similar to mixed uses found in Coeur d'Alene, Idaho. The Commission noted that the subject property is a great location for mixed-use development, as allowed by the proposed C-4 Zone. Commissioner Anderson highlighted that City departments have not identified any issues and the location is compatible with the applicant's desired development goals for mixed residential and commercial uses.

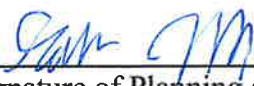
6. The proposed rezone **is** in conformance with Idaho Code 67-6537, Use of Surface and Ground Water. Applicable commentary:

No testimony was received on the Use of Surface and Ground Water from political subdivisions that received notice, the public or the applicant. As a result, the Commission determined that there was no credible information to indicate that the proposed rezone would not be in conformance with Idaho Code § 67-6537.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is: Not applicable.

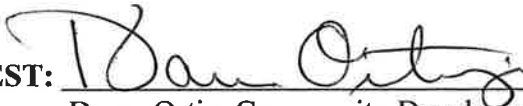
Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include: Not applicable.

**NOTICE TO APPLICANT AND AFFECTED PERSONS:** The Planning and Zoning Commission's recommendation to the City Council is not a final decision, and thus, shall not be subject to reconsideration or appeal.

By:   
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

Printed: Eabc Fardani

Date of Signature: 8/27/25

ATTEST:   
Dawn Ortiz, Community Development Office Supervisor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS  
FOR ZNC25-2

August 13, 2025

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The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Gabriel Iacoboni, Chair; Shaunita Cable; Cynthia Ball; Kathy Branson; Maureen Anderson

*COMMISSIONERS EXCUSED:* Emily Wolf, Vice Chair; Kevin Kelly;

*STAFF MEMBERS PRESENT:* Joel Plaskon, City Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney

**II. CITIZENS COMMENTS**

None

**III. ACTIVE AGENDA**

**A. APPROVAL OF JULY 23, 2025 MEETING MINUTES (ACTION ITEM)**

Commissioners Branson and Anderson moved and seconded, respectively, approval of the July 23, 2025 meeting minutes as written. The motion carried 5-0.

**B. REVIEW AND APPROVAL OF THE WRITTEN DECISION FOR AMENDMENT TO THE CANYON CREST PLANNED UNIT DEVELOPMENT AGREEMENT:**

Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to approve the Written Decision for Amendment to the Canyon Crest Planned Unit Development Agreement. The motion carried 5-0.

**C. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT CUP25-4 BY STEPHANIE BEIDMAN:**

Commissioners Ball and Cable moved and seconded, respectively, to approve the Reasoned Statement for CUP25-4 as written. The motion carried 5-0.

**D. PUBLIC HEARING AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC25-2 BY STEVE CARLTON:**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Plaskon provided a verbal summary of the staff report with maps and photos so the commission could get geographically familiar with the area.

Commissioner Ball asked staff if residential is a zoning option.

Staff Plaskon stated that residential can be on the upper floors above the commercial units.

There being no further questions for the staff, Chair Iacoboni asked for the applicant's testimony.

Applicant Steve Carlton, Lewiston Id stated that it was best to rezone the entire lot, especially with the road that would be developed. He does plan on having apartments above the commercial units. He stated the zoning needs to be right before any planning begins, and he has had people interested in this project. There will be a right in the entrance and a right out exit on Thain.

There being no further questions for the applicant, and no public testimony Chair Iacoboni closed the public hearing.

After deliberation and discussion of the relevant criteria and standards, Commissioners Anderson and Branson moved and seconded, respectively, to direct staff to draft the Reasoned Statement approving ZNC25-2. The motion carried 5-0.

#### IV. STAFF-COMMISSION COMMUNICATIONS:

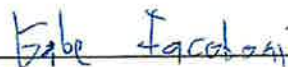
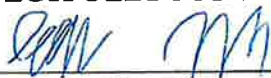
##### A. Query of Commissioners for the August 27, 2025 meeting.

All commissioners in attendance should be in attendance for the August 27, 2025 meeting. Staff Plaskon stated there will be one, possibly two public hearings, and the reasoned statement from tonight's public hearing. Staff also stated that Commissioners Kelly and Branson will not be renewing their term, and currently, they have one seat potentially filled by Zach Battles if the City Council appoints him on August 25, 2025.

#### V. ADJOURN

There being no further business, Commissioner Ball and Chair Iacoboni moved and seconded, respectively, to adjourn. The motion carried 5-0, and the Planning and Zoning Commission adjourned at approximately 5:55 p.m.

RESPECTFULLY SUBMITTED,



PLANNING AND ZONING COMMISSION MINUTES

August 13, 2025

Page 2

August 27, 2025

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The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Shaunita Cable; Cynthia Ball; Kathy Branson; Maureen Anderson; Kevin Kelly

*COMMISSIONERS EXCUSED:*

*STAFF MEMBERS PRESENT:* Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney

**II. CITIZENS COMMENTS**

None

**III. ACTIVE AGENDA**

**A. APPROVAL OF AUGUST 13, 2025 MEETING MINUTES (ACTION ITEM)**

Commissioners Branson and Ball moved and seconded, respectively, approval of the August 13, 2025 meeting minutes as written. The motion carried 6-0-1 with Commissioner Kelly abstaining.

**B. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC25-2 BY STEVE CARLTON CANYON CREST PLANNED UNIT DEVELOPMENT AGREEMENT:**

Commissioners Anderson and Wolf moved and seconded, respectively, to approve the Reasoned Statement for ZNC25-2. The motion carried 6-0-1 with Commissioner Kelly Abstaining.

**C. PUBLIC HEARING, COMPREHENSIVE PLAN AMENDMENT CPA25-1, USE OF SURFACE AND GROUNDWATER (ACTION ITEM):**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Hollingshead provided a verbal summary of the staff report.

Commissioner Kelly asked what is considered surface water, is it a stormwater pond.

# ZNC25-2

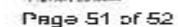
Zone Change application from Agricultural Transitional, F2, Zone to General Commercial, C4, Zone.

Subject property is located west of 805 Stewart Ave. Property is approximately 4.80 acres and contains vacant land.

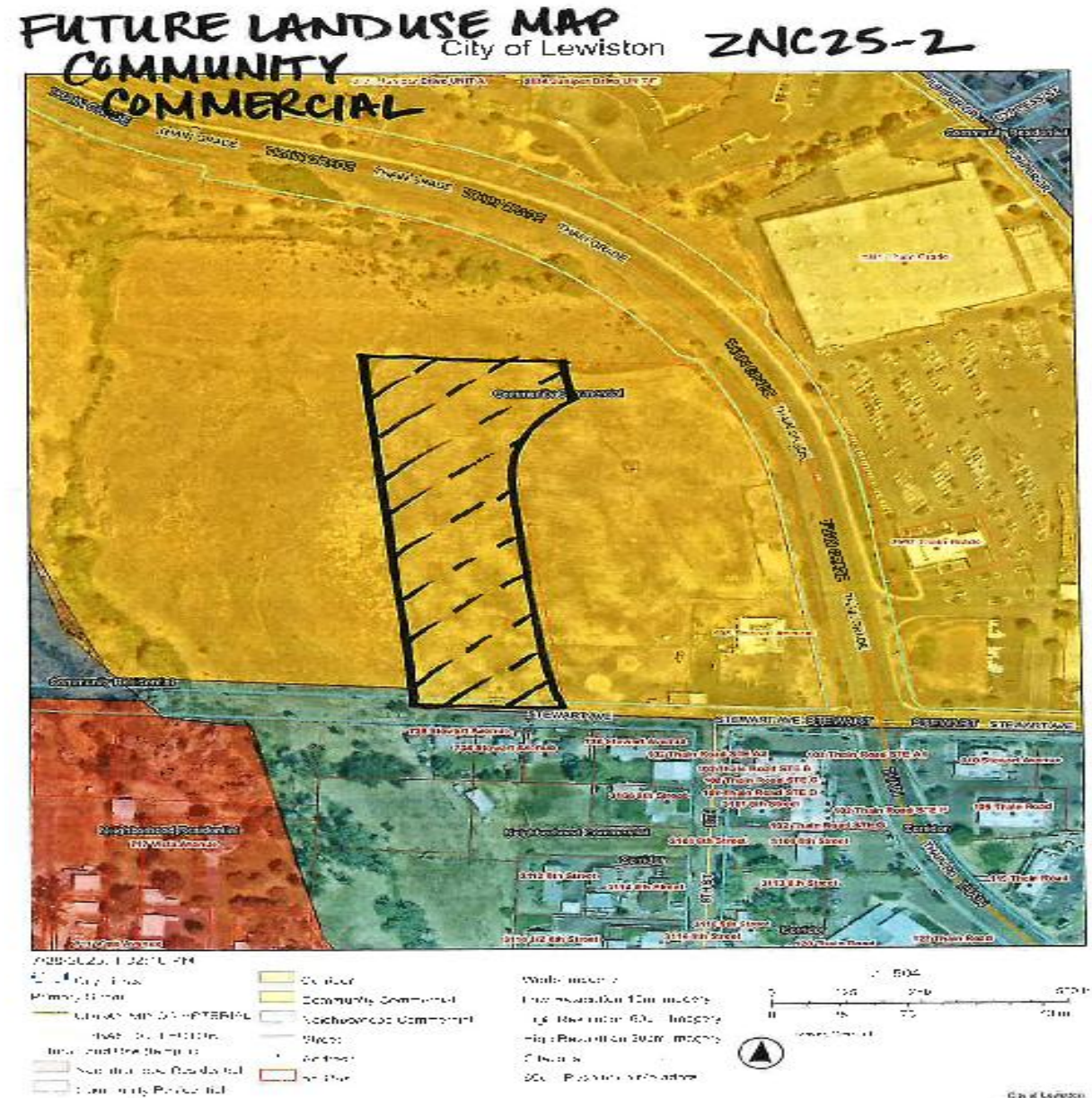


## ZONING MAP

ZNC25-2



Subject property is located on the Comprehensive Plan's Future Land Use Map in the Community Commercial Designation.



Looking North, from  
the end of the  
pavement of Stewart  
Ave. This is the  
western property  
boundary.  
Open fields.



Looking northeast  
across the subject  
property.  
North 40 can be seen  
in the background.



Looking east along Stewart Ave. Subject property is on the left hand side and single family dwellings are on the right hand side.



Looking south across  
Stewart Ave. Single  
family dwellings.



The paved portion of Stewart Avenue ends at the western boundary of the subject property and is posted as a dead end road.

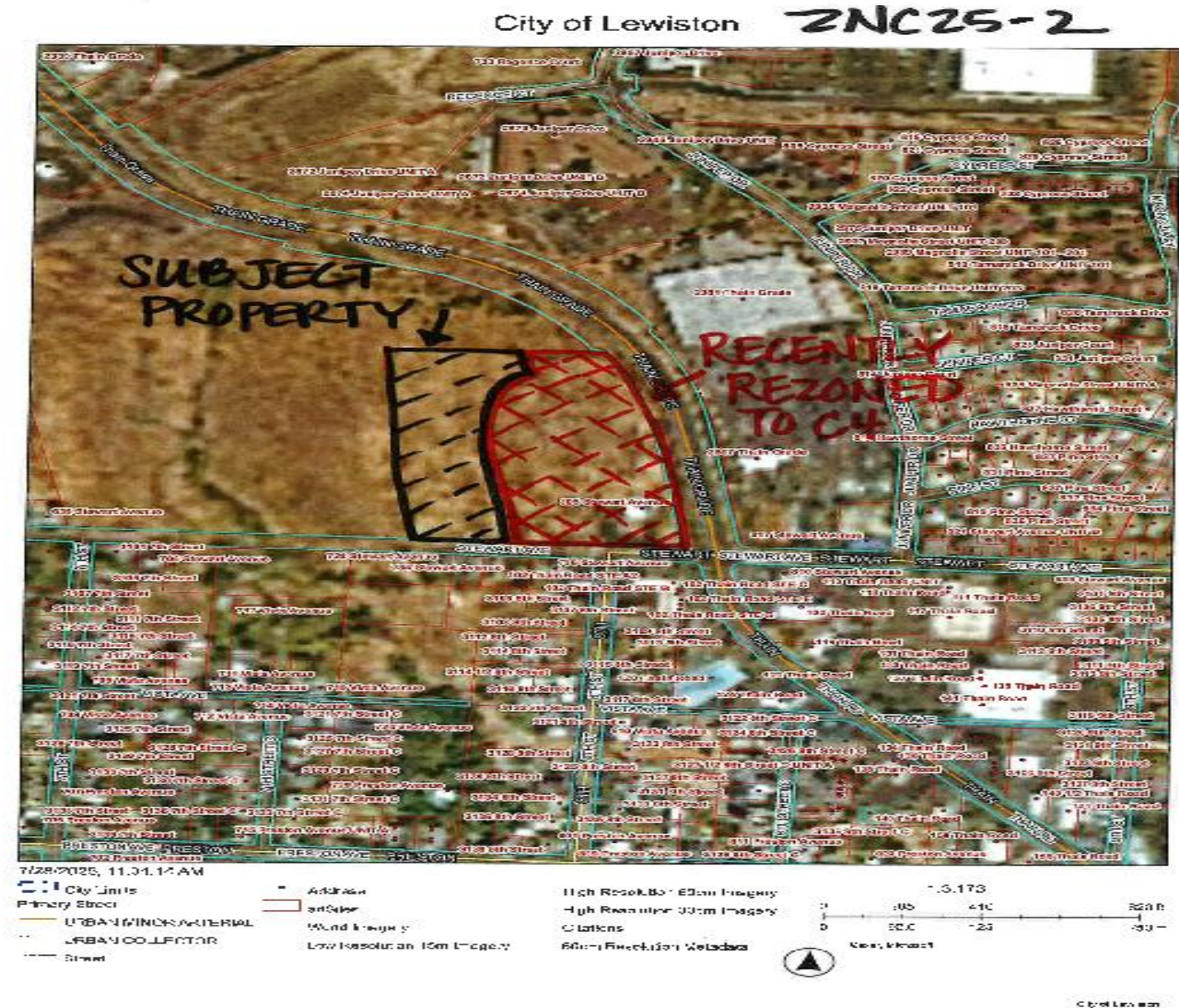


The intersection of Stewart Ave and Thain Road is approximately 430 feet from the eastern boundary of the subject property.

Hoppers Pizza and O'Reilly Auto Parts to the southeast across the Thain Road/Stewart Ave intersection.



The subject property is adjacent to the property at 805 Stewart Ave which recently applied for a zone change from C3 and F2 to C4 under ZNC25-1. The Commission recommended approval after a public hearing on June 25, 2025. City Council approved the first reading of the Ordinance after a public hearing held on July 28, 2025.



**CITY ORDINANCE NO. 4954**

**AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC25-2, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE AGRICULTURAL TRANSITIONAL (F-2) ZONE TO THE GENERAL COMMERCIAL (C-4) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the real property described in Section 1 is within the Agricultural Transitional (F-2) Zone, and consists of an approximately 4.83-acre parcel of land generally located immediately west of 805 Stewart Avenue, on the north side of Stewart Avenue, and directly across Stewart Avenue from 728 Stewart Avenue;

**WHEREAS**, on August 13, 2025 the Lewiston Planning and Zoning Commission held a duly noticed public hearing to consider ZNC25-2, an application to rezone the above-described real property to the General Commercial (C-4) Zone, and recommended approval of ZNC25-2 to the Lewiston City Council on August 27, 2025; and

**WHEREAS**, on September 22, 2025, the Lewiston City Council held a duly noticed public hearing to consider ZNC25-2, and subsequently completed a written Reasoned Statement, all in accordance with Idaho Code §§ 67-6509, 67-6511 and 67-6535.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:**

SECTION 1: The real property described in Exhibit A, attached hereto and incorporated herein, is hereby removed from the Agricultural Transition (F-2) Zone, and included in the General Commercial (C-4) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho.

SECTION 2: The Zoning Map of the City of Lewiston is hereby amended to remove said real property described above from the Agricultural Transition (F-2) Zone and include said real property in the General Commercial (C-4) Zone.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Tanya M. Brocke, City Clerk

**Exhibit A**  
**Legal Description of Rezoned Property**

All of the following property in the County of Nez Perce, State of Idaho, to-Wit:

A parcel of land located in part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 8, Township 35 North, Range 5, West of the Boise Meridian, described as follows:

Commencing at the monument located at the intersection of the centerline of Stewart Ave and Eighth Street; thence West along the centerline of Steward Avenue and 238.11 feet to the Point of Beginning; thence continue West along said centerline 253.89 feet; thence N.8°12'00 W., 848.28 feet; thence East 340.72 feet; thence S.10°09'49"E. 91.86 feet to the beginning of a 185.00 foot radius curve to the left having a delta angle of 67°36'22" and a cord bearing of S.23°38'22"W. 205.85 feet; thence Southwesterly along said curve 218.29 feet to the end of said curve; thence S.10°09'49" E. 569.55 feet to the point of beginning.

*September 1, 2025*

***T***HE SEPTEMBER 1, 2025 REGULAR MEETING WAS **CANCELLED** IN OBSERVANCE OF LABOR DAY.

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Daniel G. Johnson, Mayor

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Tanya M. Brocke, City Clerk

Lewiston City Council  
Cancelled – Work Session Minutes  
September 1, 2025 – 6:00 p.m. – Page 1 of 1

*September 8, 2025*

**T**HE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Regular Meeting in the Second Floor Activity Room of the Lewiston Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 PM.

**I. CALL TO ORDER**

**COUNCILORS PRESENT:** Mayor Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

**II. PLEDGE OF ALLEGIANCE**

Mayor Johnson led the Pledge of Allegiance.

**III. CITIZENS COMMENTS**

Jacqueline Forsmann, a Lewiston resident, spoke in opposition to Resolution 2025-40, the City/Lewis-Clark State College parking agreement.

Due to a thunderstorm causing technical issues, Mayor Johnson called the Council to “stand at ease” at 6:03 p.m. and reconvened the meeting at 6:08 p.m.

Trent Morgan, a Lewiston resident, spoke in opposition to Resolution 2025-40, citing duplicative taxation for Nez Perce County residents and suggesting the resolution be amended to exclude them.

Kathy Johnson, a Lewiston resident, spoke in opposition to Resolution 2025-40 and questioned why residents were not notified of the program.

Marissa Bell, a student at Lewis-Clark State College, spoke in support of Resolution 2025-40.

Matt Ivans, a Lewiston resident, expressed concern about street maintenance and weeds affecting the city’s appearance.

Mark Edelblute, a Lewiston resident, noted that Bert Lipps Pool needs repairs to provide a place for children during the summer.

Bob Blakey, a Lewiston resident and City Council candidate, commented on a past parking permit system.

Brennon Leafly, a Lewiston resident and City Council candidate, encouraged citizens to reach out to him.

Celeste Ellis, a Lewiston resident, reiterated Mr. Morgan’s comments and

Lewiston City Council  
Regular Meeting Minutes  
September 8, 2025 – 6:00 p.m. – Page 1 of 7

encouraged Council to review Resolution 2025-40 further.

#### **IV. PRESENTATIONS**

- A. CONSTITUTION WEEK PROCLAMATION:** Proclaiming the week of September 17 through 23, 2025 as Constitution Week and presenting the proclamation to Daughters of the American Revolution, Alice Whitman Chapter representative Patty Sprute (Mayor Johnson)

#### **V. PUBLIC HEARINGS AND RELATED ACTION ITEMS**

- A. PUBLIC HEARING ON PROPOSED FEES FOR FISCAL YEAR 2026:** Accepting public comment on the proposed fees for the Fiscal Year 2026, including proposed fee increases of more than 5% for utilities, solid waste, golf, cemetery, right-of-way, planning, and public records fees - Action Item (Community Development Director Grow)

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing, and asked for the staff presentation.

Community Development Director Shannon Grow explained the proposal to combine separate fee resolutions into a single, annually updated document for transparency and consistency. While Ms. Grow summarized the schedules related to the proposed fees, Councilors asked clarifying questions. Public Works Director Dustin Johnson then reviewed the schedules for the proposed Public Works Fees, and Utility Fees.

Before moving on to reviewing the schedules for the proposed wastewater, stormwater, and sanitation fee, Mayor Johnson asked for any public testimony.

Mark Edelblute, a Lewiston resident, spoke regarding concerns with water rates and fees, noting that downtown residents felt misled about the use of past bond funding. He questioned who pays for water in public areas, why Clarkston provides water at a lower rate, and what happened to funds originally intended for replacing the water treatment plant.

Bob Blakey, a Lewiston resident, commented on the city's water system, noting that while the water source is abundant, costs are high due to the infrastructure. He recommended clearer reporting on rate changes, and stated that bond repayments should have been prioritized as originally intended.

Charles Bell, a Lewiston resident, questioned statements that Lewiston has the most complicated water system in the West, noting that while the system is old

and needs improvements, it is not more complex than systems in other western cities.

Mike Lorenz, a Lewiston resident, suggested fees be reduced or frozen, as the continued rate increases could affect the likelihood of the bond passing.

Mayor Johnson asked Public Works Director Johnson to continue his presentation. After clarifying the complexity of the water system, he reviewed the proposed fees for the wastewater, stormwater, and sanitation. Mr. Johnson concluded his presentation by showing examples of a water bill, as well as providing information on the circuit breaker program. Once Councilor questions were answered, Mayor Johnson asked if there was any additional public testimony.

Trent Morgan, a Lewiston resident, commented that most residents have not seen comparable pay raises, suggested newcomers from California and other areas could help share the burden, and questioned accountability as the community is already paying multiple utility costs.

Travis Meeks, a Lewiston resident, spoke in opposition to the fees.

Matt Ivans, a Lewiston resident, commented that while he does not object to paying taxes, he is concerned about a lack of transparency in how funds are used.

Emails were received from Megan Tunncliff and Daniel Green expressing their opposition to fee increases.

There being no further public comment, Mayor Johnson closed the public hearing at 8:05 p.m.

- B. RESOLUTION 2025-39:** Considering restating and adopting a fee schedule for services provided and regularly charged by the City of Lewiston, effective October 1, 2025 - Action Item (Community Development Director Grow)

Councilor Schroeder moved to approve Resolution 2025-39. Council President Kleeberg seconded for discussion.

Councilor Wright moved to amend the Planning and Zoning Fees category in Schedule F: Community Development Fees to specify that the "Appeal of Community Development Decision" and "Appeal of Planning and Zoning Commission Decision" fees are equal to the original filing fee, and to provide that 50% of the fee will be refunded if the appeal is decided in favor of the appellant. Councilor Forsmann seconded.

City Attorney Jennifer Tengono explained that the current fee structure for appeals is set by city code and does not allow for refunds based on the outcome. Any refund policy would first require a code amendment to establish the procedure before adjusting the fee. Councilors Wright and Forsmann withdrew their motion and second.

Councilor Klein moved to amend the Water Service Category in Schedule H: Utility Fees (page 23) by increasing the FY2025 Water Consumption rate of \$0.035891 per cubic foot by 5% to \$0.03768555 for FY2026. Councilor Spickelmire seconded, and the motion passed 5-1, with Councilor Wright opposed.

Councilor Spickelmire moved to amend the Wastewater Service Category in Schedule H: Utility Fees (page 25) by setting the "Single residence, including mobile homes located on individual lots" and "Single residences, including mobile homes located on individual lots — Utility Assistance Program" FY2026 fees at the same rates as FY2025, \$52.09 and \$39.07, respectively, resulting in no increase. Council President Kleeburg seconded, and the motion passed 5-1 with Councilor Wright opposed.

There being no further amendments, Mayor Johnson called for the vote on the main motion. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

## **VI. CONSENT AGENDA**

Mayor Johnson explained that all items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a Councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

Councilors Klein and Spickelmire moved and seconded, respectively, approval of the Consent Agenda. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

- A. CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings: 8/4/2025 Work Session; 8/11/2025 Regular; 8/11/2025 Executive Session; 8/18/2025 Special; and the 8/25/2025 - Action Item
- B. ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the following meetings: 5/21/2025 Public Works Advisory Commission; 8/13/2025 Planning and Zoning Commission; and the 7/16/2025 and 7/31/2025 Library Board of Trustees - Action Item

- C. **VOUCHER'S PAYABLE**: Considering approval of the Voucher's Payable dated 8/8/2025 - 8/21/2025 in the amount of \$3,564,062.39 - Action Item

## VII. **ACTIVE AGENDA**

Councilor Wright moved to amend the Active Agenda by removing Agenda Items VII. B. Deferred Relocation Agreement with Rogers Motors, Inc. and VII. C. Resolution 2025-41. Councilor Spickelmire seconded, and the motion passed 6-0.

- A. **RESOLUTION 2025-44**: Considering approving a revised City of Lewiston Personnel Policy - Action Item (Human Resources Director Province)

Councilors Spickelmire and Schroeder moved and seconded, respectively, to approve Resolution 2025-44. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None.**

- B. ~~**DEFERRED RELOCATION AGREEMENT WITH ROGERS MOTORS, INC.**~~: Consideration of a Deferred Relocation Agreement between the City of Lewiston and Rogers Motors, Inc., regarding the future relocation of a storm drain system currently located beneath the Rogers Motors Toyota showroom and office space, which Rogers Motors intends to expand over the existing system - Action Item (Public Works Director Johnson)

- C. ~~**RESOLUTION 2025-41**~~: Considering accepting a Public Stormwater Utility and Access Easement from Rogers Motors, Inc. - Action Item (Public Works Director Johnson)

- D. **RESOLUTION 2025-37**: Considering authorizing the Mayor to sign all applications, funding agreements, and other documents related to the Idaho Department of Environmental Quality Drinking Water Planning Grant - Action Item (Public Works Director Johnson)

Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to approve Resolution 2025-37. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None.**

- E. **RESOLUTION 2025-43**: Considering declaring various items of City of Lewiston property to be surplus, and providing for the public auction of said surplus property - Action Item (Finance Director Gordon)

Councilors Schroeder and Wright moved and seconded, respectively, to approve Resolution 2025-43. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None.**

- F. **RESOLUTION 2025-40**: Considering a Parking Agreement between Lewis-Clark State College and the City of Lewiston to establish a parking permit-based parking program along the south side of 7th Avenue, the east side of 6th Street

in several areas, a section on the west side of 6th Street across from the President's Home, and a few spots on 8th and 9th Avenues (map attached as Exhibit A to the Parking Agreement). - Action Item (City Attorney Tengono)

City Attorney Tengono reviewed the proposed parking agreement with Lewis-Clark State College, clarifying that enforcement would apply only adjacent to LCSC property, Monday-Friday until 5 p.m., with exceptions for special events. She noted it would not affect residential areas or churches, explained that similar agreements exist in other university towns, and outlined the two-year term with revenue-sharing of 25% in year one and 30% in year two.

Council asked questions regarding parking availability, permit requirements, and neighborhood impacts. Vice President Andrew Hansen explained the agreement is intended to encourage use of campus lots, reduce neighborhood parking concerns, and support campus security funding.

Council President Kleeburg moved to approve Resolution 2025-40. Councilor Spickelmire seconded for discussion. **ROLL CALL VOTE: VOTING AYE: Kleeburg. VOTING NAY: Wright; Forsmann; Schroeder; Klein; Spickelmire.**

- G. RESOLUTION 2025-42:** Considering approving the proposed Lease Agreement between the Lewiston-Nez Perce County Regional Airport Authority and the City of Lewiston for the Bryden Canyon Golf Course - Action Item (City Attorney Tengono)

City Attorney Tengono explained that although the city owns the Bryden Canyon Golf Course property, it lies within the airport footprint and Federal Aviation Administration (FAA) regulations require it be leased at fair market value as a non-aeronautical revenue source. The proposed agreement sets a new fair market rate with a 3% annual increase, and ensures compliance with FAA requirements.

Councilor Wright and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2025-42. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: Spickelmire.**

**VIII. ITEMS MOVED FROM THE CONSENT AGENDA** - Action Item

**IX. UNFINISHED AND NEW BUSINESS**

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Council President Kleeburg apologized for his lack of attendance at the August 25th meeting due to travel issues.

Lewiston City Council  
Regular Meeting Minutes  
September 8, 2025 – 6:00 p.m. – Page 6 of 7

Councilor Forsmann thanked the citizens for reaching out to Councilors.

**B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

**C. MAYOR COMMENTS**

Mayor Johnson encouraged customers to switch to email utility statements to help offset rising postage costs and highlighted the City's secure online payment system, which offers autopay, one-time payments, and assistance from Utility Billing staff.

**D. AGENDA TOPICS: - Action Item**

**X. ADJOURNMENT - Action Item**

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the September 8, 2025 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 9:18 p.m.

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Daniel G. Johnson, Mayor

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Tanya M. Brocke, City Clerk

August 7, 2025

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The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Chair Leah Boots called the meeting to order at 10:00 a.m.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Leah Boots, Chair; Tamara Berlik; Bob Reitz; Greg Follett; Kayleigh Phillipi (via Zoom);

*COMMISSIONERS EXCUSED:* Laurinda Riggs; Lisa Hasenoehrl; Dennis Ohrtman;

*STAFF MEMBERS PRESENT:* Katie Hollingshead, Assistant Planner;

*CITY COUNCIL LIAISON PRESENT:* None.

*GUESTS:* None.

**II. CITIZEN COMMENTS**

None.

**III. NEW BUSINESS**

**1. Approval of Minutes, June 5, 2025 Regular Meeting:**

Chair Boots asked if the Commission had any corrections or additions to the minutes. Commissioners Berlik and Follett moved and seconded, respectively, to approve the minutes as written. Motion carried 5-0.

**IV. OLD BUSINESS**

**1. Historic Churches Project**

Staff Hollingshead reviewed the letter she had written to send to the churches that the Commission wanted to include in the project and asked if the Commission had any suggestions or edits they wanted to make. The Commission did not have any edits to make and wanted to send the letter as is. Staff Hollingshead stated that she would get the letter sent out and would bring any information that the churches were able to provide to the next meeting to hopefully complete the narratives for the churches. Staff Hollingshead stated that after the letter was mailed the Commission could discuss reaching out to Steven Branting to see what information he might have in his archives that he would be willing to share.

**V. COMMISSIONER COMMENTS:**

None.

**VI. COUNCIL LIAISON COMMENTS:**

Council Liaison Forsmann was not present.

**VII. STAFF-COMMISSION COMMUNICATIONS:**

Staff Hollingshead told the Commission that Ed King had resigned his position from the Commission due to scheduling conflicts with a new job. Staff Hollingshead will work with the City Clerk's office to advertise the open Commission seat. Since Ed King held the position of Vice Chair, the Commission will need to elect a new Vice Chair at the September meeting to finish out the 2025 year.

Staff Hollingshead stated the next regular meeting will be held on Thursday, September 4, 2025 and asked if any of the Commissioners were unable to attend. All Commissioners present stated they would be available.

**VIII. ADJOURN**

There being no further business, Commissioners Follett and Berlik moved and seconded, respectively, to adjourn the meeting of the Historic Preservation Commission at approximately 10:09 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead  
Recording Secretary



Chairperson or Acting Chairperson  
Historic Preservation Commission

Approved this 4 day of September, 2025.

August 27, 2025

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The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Shaunita Cable; Cynthia Ball; Kathy Branson; Maureen Anderson; Kevin Kelly

*COMMISSIONERS EXCUSED:*

*STAFF MEMBERS PRESENT:* Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney

**II. CITIZENS COMMENTS**

None

**III. ACTIVE AGENDA**

**A. APPROVAL OF AUGUST 13, 2025 MEETING MINUTES (ACTION ITEM)**

Commissioners Branson and Ball moved and seconded, respectively, approval of the August 13, 2025 meeting minutes as written. The motion carried 6-0-1 with Commissioner Kelly abstaining.

**B. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC25-2 BY STEVE CARLTON CANYON CREST PLANNED UNIT DEVELOPMENT AGREEMENT:**

Commissioners Anderson and Wolf moved and seconded, respectively, to approve the Reasoned Statement for ZNC25-2. The motion carried 6-0-1 with Commissioner Kelly Abstaining.

**C. PUBLIC HEARING, COMPREHENSIVE PLAN AMENDMENT CPA25-1, USE OF SURFACE AND GROUNDWATER (ACTION ITEM):**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Hollingshead provided a verbal summary of the staff report.

Commissioner Kelly asked what is considered surface water, is it a stormwater pond.

Staff Hollingshead stated that surface water would be rainwater, stormwater pond could possibly be considered surface water. Surface water usually comes from a natural source.

There being no further questions for the staff, Chair Iacoboni asked for public testimony.

Barney Metz, L.O.I.D General Manager and representing Idaho Water Users Association, stated that the ground resources is under some form of stress as the population continue to grow. They have had previous developers not use the irrigation lines that are available, and it has caused stress on the domestic sources available. This new state law will help relieve that stress. They are in support of it to be entered into the Comprehensive Plan.

Commissioner Ball asked if there is a zone change or a PUD will a stormwater line then be required to be installed.

Barney Metz stated no, this law states that if they have access to the irrigation line, then the developer or owner is required to tap into it.

Commissioner Branson asked if all existing structures that are not tapped in will be allowed to remain as is or be required to tap in.

Barney Metz stated they would remain as is.

There being no further public testimony, Chair Iacoboni closed the public hearing.

After deliberation and discussion, Chair Iacoboni and Commissioner Anderson moved and seconded, respectively, to direct staff to draft the recommendation to City Council approving CPA25-1. The motion carried 7-0.

**D. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT APPLICATION BY TONY HAVENS (ACTION ITEM):**

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Hollingshead provided a verbal summary of the staff report with maps and photos so the commission could get geographically familiar with the area.

Commissioner Branson asked staff what type of limitations can be applied to the CUP.

Staff Hollingshead stated that City Code states that for the first half acre of livestock area, you could have one horse, or one cow, or one steer. You could have two llamas, five sheep, goats, alpacas, ostriches, or emus. All of those would fall under that category, and the applicant specifically stated that he was most interested in having sheep, like the ones you saw on the property that were currently clearing the vegetation, or perhaps a steer to do the same thing. But unless the Commission chooses to put a further limit with your approval of the waiver of standard from that half-acre requirement, any of those animal types would be allowed in those numbers listed in code.

Commissioner Kelly asked to clarify if the waiver is due to the lot size.

Staff Hollingshead stated yes from the dedicated pasture area. The lot in total would be considered large enough, but code specifically says you have to have half acre of dedicated livestock area. The applicant only has 14,335 square feet of dedicated livestock area.

Commissioner Kelly asked if a separate decision is needed to approve animal rights.

Staff Hollingshead stated No, it's a request as part of the request for the animal rights.

There being no further questions for the staff, Chair Iacoboni asked for the applicant's testimony.

Applicant Tony Havens from Lewiston, Id stated that he would only like to have a couple of sheep or a steer on the property and would only have the animals on there for short periods just to keep the weeds down and provide fire management.

Staff Tengono asked if the applicant could get the co-owner's signature as per the City Code.

Applicant Havens stated he should be able to, as it is if wife.

Commissioner Kelly asked if the water provided to the livestock area is domestic or irrigation.

Applicant Havens stated that it is irrigation.

There being no further questions for the applicant, and no public testimony, Chair Iacoboni closed the public hearing.

After deliberation and discussion of the relevant criteria and standards, Commissioners Wolf and Ball moved and seconded, respectively, to direct staff to draft the Reasoned Statement approving CUP25-5 and waiver with the conditions that the co-owner of the lot provide their signature on the CUP application. The motion carried 7-0.

#### IV. STAFF-COMMISSION COMMUNICATIONS:

##### A. Query of Commissioners for the September 10, 2025 meeting.

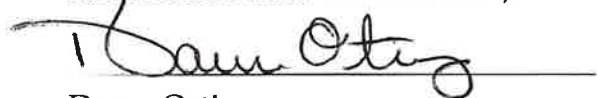
All commissioners in attendance should be in attendance for the September 10, 2025 meeting. Staff Hollingshead stated there will not be any public hearings at the next meeting. Zach Battles will be taking Commissioner Branson's seat after 10/11/2025.

Staff Tengono stated that the City has received notice that there have been scam emails being sent out to land use applicants, stating that they are being requested to pay an invoice associated with the approval of their applications. These emails include a mock invoice and instructions on how to wire transfer the funds. The City does not request payment for approval of an application; staff is not in charge of making the decision on approval of a land use application.

#### V. ADJOURN

There being no further business, Commissioners Branson and Anderson moved and seconded, respectively, to adjourn. The motion carried 7-0, and the Planning and Zoning Commission adjourned at approximately 6:45 p.m.

RESPECTFULLY SUBMITTED,



Dawn Ortiz,  
Recording Secretary



Chairperson or Acting Chairperson  
Planning and Zoning Commission

Approved this 10th day of September, 2025.



# Voucher's Payable

| Vendor Name                   | Ck#    | Ck Date   | Department | Description                                       | Total      |
|-------------------------------|--------|-----------|------------|---------------------------------------------------|------------|
| AIRBRIDGE BROADBAND LLC       | 120389 | 9/4/2025  | INFOSYSTMS | BPO - INTERNET SERVICE                            | \$150.00   |
| ALERT ALL CORPORATION         | 400624 | 8/28/2025 | FIRE       | FIRE - ALERTALL - PUBLIC ED MATERIALS             | \$4,865.00 |
| ALLWEST TESTING & ENGINEERING | 400627 | 9/4/2025  | WSTWTR     | PW-WWC-SEWER POINT REPAIRS; COMPACTION TESTS      | \$695.00   |
| AMAZON CAPITAL SERVICES       | 120390 | 9/4/2025  | CEMETERY   | CEM - AMAZON - REPLACEMENT PULL START             | \$19.96    |
|                               |        |           | COMDEV     | BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER | \$49.99    |
|                               |        |           | FIRE       | FIRE - AMAZON - EXTINGUISHER                      | \$479.97   |
|                               |        |           | FLTMaint   | BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES         | \$16.18    |
|                               |        |           | INFOSYSTMS | VGA TO HDMI ADAPTER AND CONNECTORS                | \$49.14    |
|                               |        |           | LIBRARY    | BPO - LIB - OPERATING SUPPLIES                    | \$46.28    |
|                               |        |           |            | BPO - LIB - VIDEO GAMES                           | \$284.52   |
|                               |        |           |            | LIB - VOLUNTEER APPRECIATION SUPPLIES             | \$112.67   |
|                               |        |           | POLICE     | PD-35 6000 SERIES HALF FACEPIECE RESPIRATORS      | \$374.15   |
|                               |        |           |            | PD-ANTIBACTERIAL SOFT SOAP FOR EVIDENCE 50 OZ     | \$12.13    |
|                               |        |           |            | PD-FLASH DRIVES FOR INVESTIGATIONS                | \$291.30   |
|                               |        |           |            | PD-PENS FOR INVESTIGATIONS                        | \$37.47    |
|                               |        |           |            | PD-ZEBRA F-301 BALLPOINT PENS                     | \$28.97    |
|                               |        |           | RECREATION | REC - AMAZON - PORTABLE SOUND SYSTEM              | \$248.44   |
|                               |        |           | SETTLEMENT | PD - AIRTAGS FOR TRUNARC DEVICES                  | \$48.00    |
|                               |        |           | STMWTR     | PW - STMW - MISOLANT TALL OFFICE CHAIR; CRESSWELL | \$129.99   |
|                               |        |           | TRANSITOP  | TRANSIT BPO OFFICE/CLEANING SUPPLIES              | \$28.98    |
|                               |        |           | TRNSPN     | PW - ENG - HOKAFENLE ERGONOMIC MOUSE PAD: BAILEY  | \$31.98    |
|                               |        |           | WATER      | PW - WD - ANNUAL HYDRANT MAINT; 16 OZ CONTAINERS  | \$25.56    |
|                               |        |           |            | PW-WTP-BATTERY FOR WELL #2 UPS                    | \$39.99    |
| ANATEK LABS INC               | 400628 | 9/4/2025  | WATER      | PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE       | \$600.00   |
|                               |        |           | WSTWTR     | BPO-PW-WWTP-LAB SAMPLE ANALYSIS                   | \$2,450.00 |
| ANTHONY H SEUBERT             | 120453 | 9/4/2025  | RECREATION | BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT  | \$308.00   |
| B&H FOTO & ELECTRONICS CORP   | 120391 | 9/4/2025  | INFOSYSTMS | STUDIO EQUIPMENT                                  | \$1,928.84 |
|                               |        |           | LIBRARY    | LIB - MOBILE HOTSPOT CASES                        | \$44.96    |



# Voucher's Payable

| Vendor Name                                      | Ck#        | Ck Date   | Department | Description                                         | Total       |
|--------------------------------------------------|------------|-----------|------------|-----------------------------------------------------|-------------|
| B&H FOTO & ELECTRONICS CORP                      | 12039<br>1 | 9/4/2025  | POLICE     | PD-ID CARD PRINTER FOR MAKING ID CARDS FOR ALL PD   | \$2,803.44  |
| BALL & BALL LLC DBA ROTO Rooter                  | 12045<br>1 | 9/4/2025  | PARKSFAC   | FACILITIES - ROTO Rooter - GREASE TRAP CLEAN OUT    | \$425.00    |
|                                                  |            |           | WSTWTR     | PW-WWTP- JETTING LINES TO DIGESTER                  | \$410.00    |
| BLUE RIBBON LINEN SUPPLY INC                     | 12039<br>2 | 9/4/2025  | POLICE     | BPO PD RUG CLEANING FEES FOR FRONT LOBBY            | \$50.00     |
| BLUE TO GOLD LLC                                 | 12039<br>3 | 9/4/2025  | POLICE     | PD-10 SEARCH AND SEIZURE BOOKS, 10 RS/PC GUIDES     | \$649.80    |
| BRETTON S WATSON DBA ABLE LOCKSMITH              | 40062<br>6 | 9/4/2025  | INFOSYSTMS | LOCK FOR TOWER SITE                                 | \$189.95    |
|                                                  |            |           | PARKSFAC   | BPO - FACILITIES - LOCK/KEY WORK THROUGHOUT CITY    | \$435.00    |
| BRIAN E WARD DBA GUMBY ENTERPRISES INC           | 12045<br>5 | 9/4/2025  | FLTMAINT   | BPO - FLEET TOOLS & SUPPLIES                        | \$79.00     |
| BRIAN ERICKSON                                   | 12036<br>3 | 8/28/2025 | POLICE     | MEALS: ERICKSON PROCESSING & RECONSTRUCTING SHOOTIN | \$373.00    |
| CAMP CABIN & HOME INC                            | 12039<br>4 | 9/4/2025  | TRNSPN     | BPO - ST/TR - OPERATING SUPPLIES                    | \$59.99     |
|                                                  |            |           |            | BPO - ST/TR - PROPANE                               | \$72.55     |
| CASCADE FIRE EQUIPMENT COMPANY                   | 40062<br>9 | 9/4/2025  | FIRE       | FIRE - CASCADE FIRE - FOAM                          | \$3,050.00  |
| CATALYST MEDICAL GROUP PLLC                      | 12039<br>5 | 9/4/2025  | FIRE       | BPO - FIRE - CATALYST MEDICAL - PHYSICALS           | \$1,202.15  |
| CDW GOVERNMENT LLC                               | 12039<br>7 | 9/4/2025  | POLICE     | PD-PRINTER FOR INVESTIGATIONS                       | \$692.99    |
|                                                  |            |           | STMWTR     | NEW ADOBE ACROBAT PRO LICENSE - STORMWATER          | \$112.55    |
| CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS       | 40063<br>0 | 9/4/2025  | CEMETERY   | CEM - CED - PUMP STAR RELAY                         | \$120.75    |
|                                                  |            |           | PARKSFAC   | BPO - FAC - CONSOLIDATED ELEC - ELECTRICAL SUPPL    | \$301.20    |
| CELLEBRITE INC                                   | 12039<br>8 | 9/4/2025  | POLICE     | PD-ANNUAL SUBSCRIPTION INSEYETS AND SMART TRANSLAT  | \$21,441.76 |
| CENTRAL ORCHARDS SEWER DISTRICT                  | 12040<br>4 | 9/4/2025  | PARKSFAC   | AUGUST 2025 UTILITY CHARGES                         | \$305.50    |
| CENTURYLINK                                      | 12039<br>9 | 9/4/2025  | INFOSYSTMS | BILL DATE 8/16/25                                   | \$34.04     |
| CES                                              | 40063<br>1 | 9/4/2025  | INFOSYSTMS | UNDERGROUD CAT5E CABLE AND CABLE ENDS               | \$342.00    |
|                                                  |            |           | WSTWTR     | WW051 SECURITY UPGRADE - PLC REPLACEMENTS           | \$7,093.60  |
| CINTAS CORPORATION #606                          | 12040<br>0 | 9/4/2025  | FLTMAINT   | BPO/ FLEET UNIFORM RENT & LAUNDRY                   | \$310.11    |
|                                                  |            |           | PARKSFAC   | BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS   | \$73.00     |
| CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN | 12037<br>1 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                      | \$8,534.14  |
| CLEARWATER HYDRAULICS LLC                        | 40063<br>2 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                       | \$177.36    |
| COBRA SOLUTIONS INC                              | 12040<br>1 | 9/4/2025  | HR         | ANNUAL MAINTENANCE FEE FOR COBRA SOFTWARE           | \$395.00    |



# Voucher's Payable

| Vendor Name                                     | Ck#    | Ck Date   | Department | Description                                         | Total       |
|-------------------------------------------------|--------|-----------|------------|-----------------------------------------------------|-------------|
| CODY BLOOMSBURG                                 | 120364 | 8/28/2025 | POLICE     | MEALS: BLOOMSBURG PROCESSING & RECONSTRUCTING SHOOT | \$373.00    |
| COEUR D'ALENE TRACTOR CO                        | 120388 | 9/4/2025  | FLTMAINT   | REPL BEARING HUB FOR #412 TRACTOR                   | \$558.02    |
| COFFMAN ENGINEERS INC                           | 120350 | 8/28/2025 | PROPIMPR   | PF023 - LIBRARY LIGHTING                            | \$1,625.00  |
| COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY | 120402 | 9/4/2025  | CEMETERY   | CP-0289158 BILL DATE 8/24/25                        | \$137.71    |
|                                                 |        |           | COMDEV     | CP-0289158 BILL DATE 8/24/25                        | \$170.27    |
|                                                 |        |           | FIRE       | CP-0289158 BILL DATE 8/24/25                        | \$1,611.59  |
|                                                 |        |           | FLTMAINT   | BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES              | \$3,666.69  |
|                                                 |        |           | FLTMAINT   | CP-0289158 BILL DATE 8/24/25                        | \$35.03     |
|                                                 |        |           | LEGISLATIV | CP-0289158 BILL DATE 8/24/25                        | \$29.67     |
|                                                 |        |           | PARKSFAC   | CP-0289158 BILL DATE 8/24/25                        | \$1,029.32  |
|                                                 |        |           | POLICE     | CP-0289158 BILL DATE 8/24/25                        | \$2,563.62  |
|                                                 |        |           | SANITATION | BPO - TS - FUEL                                     | \$129.54    |
|                                                 |        |           |            | BPO - TS - FY25 FUEL FOR SDI HAUL                   | \$2,120.67  |
|                                                 |        |           | STMWTR     | CP-0289158 BILL DATE 8/24/25                        | \$189.65    |
|                                                 |        |           | TRANSITOP  | CP-0289158 BILL DATE 8/24/25                        | \$1,676.90  |
|                                                 |        |           | TRNSPN     | CP-0289158 BILL DATE 8/24/25                        | \$1,717.89  |
|                                                 |        |           | WATER      | CP-0289158 BILL DATE 8/24/25                        | \$413.97    |
|                                                 |        |           | WSTWTR     | CP-0289158 BILL DATE 8/24/25                        | \$530.61    |
| COLLIER ELECTRIC LLC                            | 120403 | 9/4/2025  | WSTWTR     | BPO-PW-WWTP-ONCALL ELEC SRVS                        | \$8,056.65  |
| COMMERCIAL TIRE INC                             | 400633 | 9/4/2025  | FLTMAINT   | BPO/ FLEET TIRE REPAIRS & DISPOSAL                  | \$875.80    |
| CONNOR MCCULLOUGH                               | 120365 | 8/28/2025 | POLICE     | MEALS: C. MCCULLOUGH KAMINSKY TRAINING TWIN FALLS   | \$413.00    |
| CONSOR NORTH AMERICA INC                        | 400634 | 9/4/2025  | TRNSPN     | BR003 S'WAY BR PIER 3 REHAB: PHASE 1 (RFQ-25-001)   | \$8,413.00  |
| CRASH DATA GROUP INC                            | 120405 | 9/4/2025  | POLICE     | PD VEHICLE CRASH DATA SOFTWARE AND TOOL KIT         | \$13,230.00 |
| CUES INC                                        | 120406 | 9/4/2025  | WSTWTR     | WW051 SLA CCTV TRUCK TRANSPORTER                    | \$22,788.03 |
| DATAWORKS PLUS LLC                              | 120407 | 9/4/2025  | COMDEV     | FINGERPRINT SCANNER AND PRINTER                     | \$1,327.40  |
|                                                 |        |           | POLICE     | FINGERPRINT SCANNER AND PRINTER                     | \$1,795.20  |
| DAVIS COMMUNICATIONS LLC                        | 400635 | 9/4/2025  | POLICE     | PD-ENDURA SPEAKER MICS AND SMART BATTARIES          | \$1,415.25  |
| DELL MARKETING LP                               | 120408 | 9/4/2025  | INFOSYSTMS | LAPTOP FOR LPD                                      | \$1,241.95  |
| DR PIPELINE LLC                                 | 120410 | 9/4/2025  | WSTWTR     | WW051 MISC CAP - PIG PORTS & LINE CLEANING; FEDEX   | \$10,020.00 |
|                                                 |        |           |            | WW051 MISC CAP - PIG PORTS & LINE CLEANING; WTP     | \$8,850.00  |



# Voucher's Payable

| Vendor Name                                                  | Ck#        | Ck Date   | Department | Description                                          | Total        |
|--------------------------------------------------------------|------------|-----------|------------|------------------------------------------------------|--------------|
| EFTPS                                                        | 3115       | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                       | \$171,103.11 |
| ELIZABETH A WAITS DBA<br>DEPENDABLE BILLING<br>SOLUTIONS LLC | 12040<br>9 | 9/4/2025  | FIRE       | BPO FIRE - DEPENDABLE BILLING<br>SOLUTIONS - BILLING | \$895.32     |
| EMPOWER TRUST<br>COMPANY LLC                                 | 3116       | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                       | \$40,977.56  |
| ERB'S ACE HARDWARE<br>LLC                                    | 12041<br>1 | 9/4/2025  | TRNSPN     | BPO - ST/TR - OPERATING SUPPLIES                     | \$99.57      |
|                                                              |            |           | WATER      | PW-WTP-BPO-OPERATING<br>SUPPLIES: TOOLS & HARDWARE   | \$48.93      |
|                                                              |            |           | WSTWTR     | PW-WWCOLL-BPO SUPPLIES AND<br>EQUIPMENT              | \$2.58       |
|                                                              |            |           |            | PW-WWTP-BPO OPERATING AND<br>CLEANING SUPPLIES       | \$22.92      |
| ERIC TOLLEFSON DBA<br>RAINIER<br>ENVIRONMENTAL<br>LABORATORY | 40065<br>4 | 9/4/2025  | WSTWTR     | PW-WWTP-WET TESTING;<br>MARCH/AUGUST 2025            | \$3,850.00   |
| FERGUSON<br>ENTERPRISES #3011                                | 12041<br>2 | 9/4/2025  | WATER      | PW-WTP-BPO PIPING SUPPLIES                           | \$1,834.71   |
|                                                              |            |           | WSTWTR     | PW-WWTP-BPO PIPING PARTS                             | \$78.63      |
| FOP LEWIS CLARK<br>LODGE #10                                 | 12037<br>2 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                       | \$1,779.96   |
| GEORGE WILLIAM REED                                          | 12036<br>9 | 8/28/2025 | RECREATION | BPO SENIOR NUTRITION MEAL<br>DELIVERY REIMBURSEMENT  | \$200.20     |
| GRAINGER                                                     | 40063<br>7 | 9/4/2025  | WATER      | PW-WD-BPO SMALL PARTS - PRV<br>MAINTENANCE           | \$89.28      |
| GUARDIAN PLUMBING,<br>HEATING & A/C INC                      | 12041<br>3 | 9/4/2025  | PARKSFAC   | FAC - GAURDIAN - FENTON<br>THERMOSTAT                | \$120.00     |
|                                                              |            |           |            | FAC - GAURDIAN - PD HVAC UNIT<br>CALL OUT 4/28       | \$120.00     |
| H & H BUSINESS<br>SYSTEMS                                    | 12041<br>4 | 9/4/2025  | LEGAL      | BPO-LEGAL-H & H MONTHLY COPY<br>FEES FY25            | \$22.07      |
|                                                              |            |           | PARKSFAC   | BPO - H & H - COPIER MAINTENANCE<br>CONTRACT         | \$117.16     |
|                                                              |            |           | WSTWTR     | PW-WWTP-BPO COPIER<br>MAINTENANCE                    | \$0.83       |
| H D FOWLER COMPANY<br>INC                                    | 40063<br>8 | 9/4/2025  | WATER      | WR043 SW BOOSTER STA. PARTS;<br>QUOTES ATTACHED      | \$32,369.48  |
| HACH COMPANY                                                 | 12041<br>5 | 9/4/2025  | WATER      | BPO-PW-WTP- FOR PLANT<br>EQUIPMENT/INSTRUMENTS       | \$2,152.46   |
| HAHN SUPPLY                                                  | 12041<br>6 | 9/4/2025  | WSTWTR     | PW-WWCOLL-BPO OPERATING AND<br>PLUMBING SUPPLIES     | \$40.00      |
| HALME CONSTRUCTION<br>INC                                    | 40063<br>9 | 9/4/2025  | WATER      | WR050 RAW INTAKE SITE C INTAKE<br>RECON PHASE 1      | \$576,127.50 |
| HCAA LLC                                                     | 40064<br>0 | 9/4/2025  | WATER      | PW-WTP-NEW SHIRTS; M SHEARS                          | \$64.75      |
| HERCO INC DBA HERCO<br>ASPHALT & PAVING                      | 12041<br>7 | 9/4/2025  | TRNSPN     | TR011 2025 SEAL & FOG COAT (IFB-<br>25-014)          | \$35,830.62  |
| HIX PLUMBING LLC                                             | 12041<br>9 | 9/4/2025  | SANITATION | PW - TS - TOILET REPAIR; 1031 WILD<br>DOVE WAY       | \$185.18     |



# Voucher's Payable

| Vendor Name                              | Ck#    | Ck Date   | Department | Description                                     | Total       |
|------------------------------------------|--------|-----------|------------|-------------------------------------------------|-------------|
| HOME DEPOT CREDIT SERVICES               | 120420 | 9/4/2025  | EXECUTIVE  | WALL PANELS, TABLE, AND LIGHTS FOR MEDIA STUDIO | \$837.19    |
|                                          |        |           | INFOSYSTMS | BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT       | \$922.00    |
|                                          |        |           | PARKSFAC   | BPO - FAC - HOME DEPOT - CONSTRUCTION SUPPLIES  | \$202.48    |
|                                          |        |           |            | PKS - HOME DEPOT - LOOPERS                      | \$325.34    |
|                                          |        |           |            | PKS - HOME DEPOT - TOOLS                        | \$1,974.51  |
|                                          |        |           | TRNSPN     | BPO - ST/TR - OPERATING SUPPLIES                | \$71.92     |
| HRA VEBA TRUST                           | 120373 | 9/4/2025  | POLICE     | VEBA- HARVEY                                    | \$48.96     |
| I A F F - LOCAL #1773                    | 120374 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                  | \$3,417.00  |
| IAFF LOCAL 1773 PAC                      | 120375 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                  | \$581.00    |
| IDAHO CHILD SUPPORT RECEIPTING           | 120377 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                  | \$270.00    |
| IDAHO DEPT OF ENVIRONMENTAL QUALITY      | 120458 | 9/4/2025  | WATER      | PW DRINKING WATER SYSTEM - QUARTERLY FEES       | \$4,472.25  |
| IDAHO DEPT OF HEALTH & WELFARE           | 120421 | 9/4/2025  | FIRE       | FIRE - HEALTH & WELFARE - CERTIFICATIONS        | \$75.00     |
| IDAHO ICE                                | 120422 | 9/4/2025  | INFOSYSTMS | BPO - ISS - WATER                               | \$11.28     |
|                                          |        |           | LEGAL      | BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY25     | \$29.65     |
| IDAHO STATE TAX COMMISSION               | 120378 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                  | \$28,441.00 |
| IDAHO TRUCK SALES CO                     | 120423 | 9/4/2025  | FLTMaint   | BPO/ FLEET REPAIR PARTS & REPAIRS               | \$84.24     |
|                                          |        |           |            | REPL TURBO & ACTUATOR FOR #001 ENGINE           | \$6,933.26  |
| IMAGE DESIGN CENTER                      | 120424 | 9/4/2025  | LIBRARY    | LIB - ADULT SERVICES DOOR GRAPHIC               | \$58.00     |
| INGRAM LIBRARY SERVICES                  | 400641 | 9/4/2025  | LIBRARY    | BPO - LIB - ADULT FICTION                       | \$1,237.46  |
|                                          |        |           |            | BPO - LIB - ADULT NONFICTION 1ST FLR            | \$589.84    |
|                                          |        |           |            | BPO - LIB - ADULT NONFICTION 2ND FLR            | \$864.24    |
|                                          |        |           |            | BPO - LIB - JUVENILE FICTION                    | \$10.47     |
|                                          |        |           |            | BPO - LIB - JUVENILE NONFICTION                 | \$37.12     |
|                                          |        |           |            | BPO - LIB - LARGE PRINT                         | \$472.64    |
|                                          |        |           |            | LIB - BPO - ADULT BOOKMOBILE                    | \$152.29    |
| INLAND FASTENER INC                      | 400642 | 9/4/2025  | WSTWTR     | PW-WWTP-BPO EQUIPMENT SUPPLIES                  | \$4.87      |
| INTEGRITY PUMP SOLUTIONS INC DBA IPS INC | 400643 | 9/4/2025  | WSTWTR     | PW-WWTP-AIR RELIEFS FOR DIGESTER FEED LINES     | \$4,902.00  |
| JASON MARKETTI                           | 120366 | 8/28/2025 | POLICE     | MEALS: J. MARKETTI KAMINSKY TRAINING TWIN FALLS | \$413.00    |



# Voucher's Payable

| Vendor Name                           | Ck#        | Ck Date   | Department | Description                                           | Total      |
|---------------------------------------|------------|-----------|------------|-------------------------------------------------------|------------|
| JEFF WIEMER                           | 12038<br>2 | 9/4/2025  | STMWTR     | MEALS: J. WEIMER PNCWA 2025<br>CONFERENCE PORTLAND    | \$169.00   |
| JOE HALL FORD                         | 40064<br>4 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                         | \$156.00   |
| JOE KAUFMAN                           | 12038<br>3 | 9/4/2025  | STMWTR     | MEALS: J. KAUFMAN PNCWA 2025<br>CONFERENCE PORTLAND   | \$169.00   |
| JOHN'S SAW SERVICE                    | 40064<br>5 | 9/4/2025  | PARKSFAC   | BPO - PARKS - JOHN'S SAW ENGINE<br>REPAIR             | \$23.99    |
| JON ADAMS                             | 12034<br>9 | 8/28/2025 | RECREATION | BPO SENIOR NUTRITION MEAL<br>DELIVERY REIMBURSEMENT   | \$184.80   |
| J-U-B ENGINEERS                       | 40064<br>6 | 9/4/2025  | PROPIMPR   | PR: DESIGN FOR BASKETBALL AND<br>FITNESS AT COMM PARK | \$930.00   |
|                                       |            |           | WATER      | PW-WR071 RESERVOIRS EVALS &<br>RECOATS; OWNERS AGENT  | \$7,049.20 |
|                                       |            |           |            | PW-WTR-WR043 DESIGN OF<br>CAPITAL WATER REPLACEMENTS  | \$421.10   |
| KAREN SELDON                          | 12037<br>0 | 8/28/2025 | RECREATION | BPO SENIOR NUTRITION MEAL<br>DELIVERY REIMBURSEMENT   | \$248.50   |
| KASS MCLAUGHLIN                       | 12036<br>7 | 8/28/2025 | POLICE     | MEALS: K. MCLAUGHLIN KAMINSKY<br>TRAINING TWIN FALLS  | \$413.00   |
| KATHERINE LOUISE<br>CONE              | 12035<br>1 | 8/28/2025 | RECREATION | BPO SENIOR NUTRITION MEAL<br>DELIVERY REIMBURSEMENT   | \$31.50    |
| KELTIC ENGINEERING<br>INC             | 12042<br>6 | 9/4/2025  | ECONDEV    | CD-CDBG-ENVIROMENTAL<br>ASSESTMENT FOR LCV YOUTH RES  | \$8,792.21 |
| KENWORTH SALES<br>COMPANY             | 12042<br>7 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                         | \$32.15    |
| KINZER AIR LLC                        | 12042<br>8 | 9/4/2025  | WSTWTR     | BPO-PW-WWTP-BPO ONCALL HVAC<br>TROUBLESHOOTING        | \$247.50   |
| KLEEN SWEEP<br>JANITORIAL             | 40064<br>7 | 9/4/2025  | WATER      | PW WD MONTHLY JANITORIAL SRV<br>AT 2605 16TH AVE      | \$355.00   |
| LATAH SANITATION INC                  | 12042<br>5 | 9/4/2025  | PARKSFAC   | BPO PARKS AND CEMETERY<br>PORTABLE TOILETS            | \$103.00   |
| LEGACY PAVING AND<br>CONSTRUCTION LLC | 40062<br>5 | 8/28/2025 | WATER      | PW-WD-BPO FOR EMERGENCY<br>ASPHALT PATCHES            | \$2,400.00 |
| LES SCHWAB TIRE<br>CENTER             | 12042<br>9 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                         | \$183.99   |
|                                       | 12043<br>0 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                         | \$239.98   |
| LEWIS CLARK ANIMAL<br>SHELTER         | 12043<br>1 | 9/4/2025  | POLICE     | BPO PD ANIMAL SHELTER<br>CONTRACT FEES                | \$5,412.83 |
| LOID                                  | 12043<br>2 | 9/4/2025  | PARKSFAC   | BILL DATE 8/16/25 UTILITY CHARGES                     | \$450.00   |
| MIDWEST TAPE LLC                      | 12043<br>4 | 9/4/2025  | LIBRARY    | BPO - LIB - ADULT DVD ORDERS                          | \$47.23    |
|                                       |            |           |            | BPO - LIB - JUVENILE DVDS                             | \$340.34   |
| MISC CUSTOMER<br>REFUND               | 12035<br>3 | 8/28/2025 | SANITATION | UB 3000073296 502 24TH                                | \$63.24    |
|                                       | 12035<br>4 | 8/28/2025 | STMWTR     | UB 5001000253 1724 PIONEER                            | \$70.06    |
|                                       | 12035<br>5 | 8/28/2025 | STMWTR     | UB 1900103918 606 BURRELL                             | \$72.01    |
|                                       | 12035<br>6 | 8/28/2025 | RECREATION | S. STORY ROOM CHANGE REFUND                           | \$50.00    |



# Voucher's Payable

| Vendor Name                                   | Ck#    | Ck Date   | Department | Description                                       | Total       |
|-----------------------------------------------|--------|-----------|------------|---------------------------------------------------|-------------|
| MISC CUSTOMER REFUND                          | 120357 | 8/28/2025 | STMWTR     | UB 2100474096 1445 28TH                           | \$37.69     |
|                                               | 120358 | 8/28/2025 | RECREATION | S. SCHMITTLE ROOM CHANGE REFUND                   | \$20.00     |
|                                               | 120359 | 8/28/2025 | ECONDEV    | TENACIOUS PS CD-CDBG-MICROENTERPRISE-WAGES        | \$462.00    |
|                                               | 120360 | 8/28/2025 | STMWTR     | UB 2100099961 3323 8TH                            | \$84.85     |
|                                               | 120361 | 8/28/2025 | ECONDEV    | T. SKALICKY CD-CDBG-HRP REPLACE HOTWATER TANK &   | \$12,152.00 |
|                                               | 120362 | 8/28/2025 | RECREATION | X. PEA (BIGGS) UMPIRED 2 GAMES @ 30 EACH          | \$60.00     |
|                                               | 120379 | 9/4/2025  | FIRE       | CD-DBL PAYMENT FOR FIRE LINE PERMIT               | \$491.58    |
|                                               | 120380 | 9/4/2025  | WATER      | UB OVERPAYMENT REISSUE REFUND                     | \$209.43    |
|                                               | 120381 | 9/4/2025  | ECONDEV    | CD-CDBG-CAPITAL IMPROVEMENT FOR SKYVIEW ESTATES   | \$18,850.00 |
| MORETON & COMPANY                             | 120436 | 9/4/2025  | POLICE     | PD-NOTARY PUBLIC WITH STAMPS FOR FOUR DISPATCHERS | \$60.00     |
| MOTION AUTO SUPPLY                            | 400648 | 9/4/2025  | FLTMAINT   | BPO/ REPAIR PARTS & SUPPLIES                      | \$269.92    |
| MOUNTAIN CONSULTING SERVICES                  | 120437 | 9/4/2025  | ECONDEV    | BPO-CD-CDBG-HRP ADMIN FOR LEAD BASE PAINT & RADON | \$1,923.00  |
| NAPA AUTO PARTS                               | 120438 | 9/4/2025  | CEMETERY   | CEM - NAPA - BELTS FOR EDGER                      | \$17.14     |
|                                               |        |           | FLTMAINT   | BPO - FLEET - REPAIR PARTS & SUPPLIES             | \$406.82    |
|                                               |        |           | FLTMAINT   | BPO - FLEET - REPAIR PARTS & SUPPLIES             | \$1,389.07  |
|                                               |        |           | WATER      | PW-WTP-BPO AUTO SUPPLIES-WIPERS/BULBS/BATTERIES   | \$29.74     |
| NATIONAL HOSE TESTING SPECIALTIES INC         | 400649 | 9/4/2025  | FIRE       | FIRE - NATIONAL HOSE TESTING - TESTING            | \$6,466.50  |
| NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING | 120440 | 9/4/2025  | FINANCE    | NIGP RENEWAL - LEWIS, MCHARGUE, GRIJALVA          | \$295.00    |
|                                               |        |           | TRNSPN     | NIGP RENEWAL - LEWIS, MCHARGUE, GRIJALVA          | \$100.00    |
| NATIONWIDE RETIREMENT                         | 3113   | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                    | \$12,942.72 |
| NATIONWIDE-RESERVE                            | 3117   | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                    | \$2,177.48  |
| NCPERS GROUP LIFE INS                         | 120384 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                    | \$1,536.00  |
| NEZ PERCE COUNTY                              | 120439 | 9/4/2025  | LEGAL      | BPO-LEGAL-NPC-COL FY25 PROSECUTION SERVICES       | \$9,616.50  |
| NEZ PERCE COUNTY SHERIFF                      | 120385 | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                    | \$533.57    |
| NORCO INC                                     | 400650 | 9/4/2025  | FIRE       | BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES        | \$394.06    |
| NORTH 40 OUTFITTERS                           | 120441 | 9/4/2025  | PARKSFAC   | BPO - PARKS - NORTH 40 MISC SUPPLIES              | \$80.60     |



# Voucher's Payable

| Vendor Name                                                                                                      | Ck#        | Ck Date   | Department | Description                                       | Total        |
|------------------------------------------------------------------------------------------------------------------|------------|-----------|------------|---------------------------------------------------|--------------|
| NORTH 40 OUTFITTERS                                                                                              | 12044<br>1 | 9/4/2025  | STMWTR     | PW-STORM-BPO MISC MAINT SUPPLIES                  | \$22.99      |
|                                                                                                                  |            |           | TRNSPN     | BPO - ST/TR - OPERATING SUPPLIES                  | \$200.96     |
|                                                                                                                  |            |           | WATER      | PW-WD-BPO OPERATING SUPPLIES                      | \$42.15      |
|                                                                                                                  |            |           |            | PW-WD-SAFETY BOOTS; B BOYLE                       | \$174.99     |
|                                                                                                                  |            |           |            | PW-WTP-BPO OPERATING SUPPLIES                     | \$44.45      |
|                                                                                                                  |            |           | WSTWTR     | PW-WWCOLL-BPO OPERATING SUPPLIES                  | \$385.96     |
| NORTH AMERICAN CATHOLIC EDUCATION PROGRAMMING FOUN DBA EDUCATION BROADBAND SERVICE AGENCY LLC, DBA MOBILE BEACON | 12043<br>5 | 9/4/2025  | LIBRARY    | LIB - MOBILE HOTSPOT RENEWALS                     | \$858.00     |
| NORTHWEST ENGRAVING                                                                                              | 12044<br>2 | 9/4/2025  | LIBRARY    | BPO - LIB - NAMETAGS                              | \$10.00      |
|                                                                                                                  |            |           |            | LIB - METALLIC COLLECTION TAGS                    | \$55.00      |
| ODP BUSINESS SOLUTIONS LLC                                                                                       | 12044<br>4 | 9/4/2025  | PARKSFAC   | BPO - ODP PARKS AND REC OFFICE SUPPLIES           | \$35.43      |
|                                                                                                                  |            |           | POLICE     | BPO PD OFFICE SUPPLIES                            | \$243.04     |
| OMEGA RAIL MANAGEMENT INC                                                                                        | 12044<br>5 | 9/4/2025  | WATER      | PW-WTR-RAILROAD LEASES                            | \$1,324.58   |
| O'REILLY AUTO PARTS                                                                                              | 12044<br>3 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS                           | \$379.07     |
| OVERDRIVE INC                                                                                                    | 12044<br>6 | 9/4/2025  | LIBRARY    | BPO - LIB - JUVENILE OVERDRIVE                    | \$614.10     |
| OWEN EQUIPMENT                                                                                                   | 12044<br>7 | 9/4/2025  | FLTMAINT   | BPO/ FLEET REPAIR PARTS                           | \$41.69      |
| OXARC                                                                                                            | 12036<br>8 | 8/28/2025 | PARKSFAC   | BPO - POOL - OXARC - 2025 ORCHARDS POOL CHEMICALS | \$1,042.25   |
|                                                                                                                  | 12044<br>8 | 9/4/2025  | INFOSYSTMS | SAFETY GEAR                                       | \$464.01     |
|                                                                                                                  |            |           | PARKSFAC   | BPO - POOL - OXARC - 2025 ORCHARDS POOL CHEMICALS | \$767.22     |
|                                                                                                                  |            |           | WATER      | PW-WD- BPO SAFETY SUPPLIES                        | \$14.94      |
|                                                                                                                  |            |           |            | PW-WTP-BPO SODIUM HYPOCHLORITE FOR WELLS          | \$3,519.84   |
|                                                                                                                  |            |           |            | PW-WTR-BPO SODIUM HYPOCHLORITE                    | \$22,423.97  |
|                                                                                                                  |            |           | WSTWTR     | PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES           | \$199.54     |
| PAMELA A FURCHTENICHT                                                                                            | 12035<br>2 | 8/28/2025 | RECREATION | BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT  | \$135.10     |
| PERSI                                                                                                            | 3114       | 9/4/2025  | ADMSVC     | Payroll Run 1 - Warrant 090425                    | \$187,073.24 |
| PRECISION SIGNS                                                                                                  | 40065<br>1 | 9/4/2025  | FLTMAINT   | BPO- FLEET VEHICLE DECALS                         | \$295.00     |
| PREMIER ELECTRIC MOTORS                                                                                          | 12044<br>9 | 9/4/2025  | WATER      | WR043 SLA REBUILD SOUTHPORT #3 MOTOR              | \$8,865.00   |
| PRINTCRAFT PRINTING                                                                                              | 40065<br>2 | 9/4/2025  | POLICE     | PD- RE USEABLE STAMP FOR THE CHIEF                | \$32.00      |



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| Vendor Name                                        | Ck#    | Ck Date  | Department | Description                                        | Total        |
|----------------------------------------------------|--------|----------|------------|----------------------------------------------------|--------------|
| PROVE IT POLYGRAPH                                 | 400653 | 9/4/2025 | POLICE     | PD-PRE EMPLOYMENT EXAMS S. TARTERA                 | \$200.00     |
| RDK CORPORATION DBA SHADOW TRACKERS                | 400655 | 9/4/2025 | HR         | BPO - BACKGROUND CHECK SERVICES                    | \$49.00      |
| RICOH USA INC                                      | 120450 | 9/4/2025 | LIBRARY    | BPO - LIB - LEASE FEES                             | \$181.20     |
|                                                    |        |          | POLICE     | BPO PD DISPATCH COPIER RENTAL                      | \$133.65     |
| SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH  | 400636 | 9/4/2025 | TRANSITOP  | TRANSIT BPO BUS WASHING & SANITIZATION             | \$290.00     |
| SEEKINS PRECISION INC                              | 120452 | 9/4/2025 | POLICE     | PD-RIFLE CALIBER 308/7.62X51 FOR PATROL/SWAT       | \$2,320.00   |
| SIRCHIE ACQUISITION COMPANY LLC                    | 120454 | 9/4/2025 | POLICE     | PD-PLAIN SWAB BOXES (SET OF 100) FOR EVIDENCE      | \$41.87      |
| SITEONE LANDSCAPE SUPPLY LLC                       | 400656 | 9/4/2025 | PARKSFAC   | BPO - PARKS - SITE ONE IRRIGATION SUPPLIES         | \$4.20       |
|                                                    |        |          |            | PKS - SITEONE - SPRINKLERS AT CITY PARKS           | \$2,534.88   |
| SPALDING AUTO PARTS                                | 120456 | 9/4/2025 | FLTMAINT   | REPL ENGINE FOR #281 AMB                           | \$9,398.00   |
|                                                    |        |          |            | REPL ENGINE FOR #281 AMB: RETURNED                 | (\$9,398.00) |
|                                                    |        |          |            | REPL STEERING WHEEL FOR #200 PICKUP                | \$71.00      |
| SPLASH CARWASH & DETAILING                         | 120457 | 9/4/2025 | POLICE     | BPO PD CAR WASH                                    | \$1,122.00   |
| STERLING BATTERY COMPANY                           | 120459 | 9/4/2025 | FLTMAINT   | BPO - FLEET VEHICLE BATTERIES                      | \$798.55     |
| SUMMIT SAFETY LLC DBA HIVIS SUPPLY                 | 120418 | 9/4/2025 | TRANSITOP  | TRANSIT HI-VIS RAIN JACKETS FOR DRIVERS AND SUPERV | \$1,077.76   |
| THE CAXTON PRINTERS LTD                            | 120396 | 9/4/2025 | LIBRARY    | LIB - LOCAL HISTORY BOOK ORDERS                    | \$173.98     |
| THE MASTER'S TOUCH LLC                             | 120433 | 9/4/2025 | FINANCE    | BPO - UB - PRINTING & MAILING MONTHLY STATEMENTS   | \$6,914.72   |
| THE TRANSIT AND PARATRANSIT COMPANY                | 120460 | 9/4/2025 | TRANSITOP  | TAPTCO ANNUAL SOFTWARE MEMBERSHIP                  | \$3,066.00   |
| THE UPS STORE                                      | 120464 | 9/4/2025 | POLICE     | BPO PD MAIL SERVICE                                | \$180.86     |
| THOMSON REUTERS - WEST                             | 120461 | 9/4/2025 | LEGAL      | BPO-LEGAL-WESTLAW CHARGES FY25                     | \$1,115.43   |
| TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | 120462 | 9/4/2025 | POLICE     | BPO TLO ACCESS FEES FOR INVESTIGATIONS             | \$125.00     |
| TRIBUNE PUBLISHING CO                              | 400657 | 9/4/2025 | COMDEV     | BPO-CD-PZC- PUBLISHED NOTICES FOR PUBLIC HEARINGS  | \$180.68     |
|                                                    |        |          | EXECUTIVE  | EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES     | \$1,455.38   |
|                                                    |        |          | FINANCE    | BUDGET INSERT                                      | \$2,195.11   |
| ULINE                                              | 120463 | 9/4/2025 | POLICE     | PD-MULTIPLE EVIDENCE STORAGE BOXES, KRAFT PAPER... | \$571.33     |
| UNIFORMS2GEAR INC                                  | 400658 | 9/4/2025 | FIRE       | FIRE - UNIFORMS2GEAR - UNIFORMS                    | \$765.00     |



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| Vendor Name                       | Ck#    | Ck Date  | Department | Description                                        | Total      |
|-----------------------------------|--------|----------|------------|----------------------------------------------------|------------|
| UNIFORMS2GEAR INC                 | 400658 | 9/4/2025 | POLICE     | BPO PD UNIFORMS/INVESTIGATIONS                     | \$77.41    |
|                                   |        |          |            | BPO PD UNIFORMS/PATROL                             | \$219.48   |
|                                   |        |          |            | BPO PD UNIFORMS/SUPPORT SERVICES                   | \$309.64   |
| URM STORES INC                    | 400659 | 9/4/2025 | FLTMAINT   | BPO - SRV CTR - BREAK ROOM SUPPLIES                | \$72.78    |
|                                   |        |          | PARKSFAC   | BPO - FAC - URM - CLEANING SUPPLIES                | \$13.98    |
|                                   |        |          |            | BPO - SRV CTR - BREAK ROOM SUPPLIES                | \$72.79    |
|                                   |        |          | POLICE     | BPO PD BOTTLED WATER AND ICE                       | \$29.33    |
|                                   |        |          |            | PD-BRIAN BIRDSSELL-PURCHASE MEAT, SEASONINGS,SIDES | \$319.30   |
|                                   |        |          | RECREATION | BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES      | \$898.65   |
|                                   |        |          | TRNSPN     | BPO - SRV CTR - BREAK ROOM SUPPLIES                | \$72.78    |
|                                   |        |          | WATER      | PW-WD-BPO OPERATING/BREAKROOM/CLEANIN G SUPPLIES   | \$10.49    |
| US FOODS - SPOKANE                | 120465 | 9/4/2025 | RECREATION | BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM            | \$2,049.81 |
| USABBLUEBOOK                      | 120466 | 9/4/2025 | WATER      | PW-WTP-BPO LAB SUPPLIES, TOOLS AND PUMP PARTS      | \$759.68   |
| VALLEY FENCE                      | 400660 | 9/4/2025 | POLICE     | PD-GATE LABOR-EMERGENCY SERVICE FOR OPERATOR REPAI | \$300.00   |
|                                   |        |          |            | PD-GATE LABOR-TIGHTEN CHAIN AT LPD                 | \$150.00   |
| VERIZON WIRELESS                  | 3112   | 9/4/2025 | COMDEV     | BILL DATE 8/12/25 UTILITY CHARGES                  | \$369.66   |
|                                   |        |          | FIRE       | BILL DATE 8/12/25 UTILITY CHARGES                  | \$1,096.96 |
|                                   |        |          | HR         | BILL DATE 8/12/25 UTILITY CHARGES                  | \$38.70    |
|                                   |        |          | INFOSYSTMS | BILL DATE 8/12/25 UTILITY CHARGES                  | \$597.45   |
|                                   |        |          | LEGISLATIV | BILL DATE 8/12/25 UTILITY CHARGES                  | \$80.08    |
|                                   |        |          | PARKSFAC   | BILL DATE 8/12/25 UTILITY CHARGES                  | \$127.82   |
|                                   |        |          | POLICE     | BILL DATE 8/12/25 UTILITY CHARGES                  | \$2,200.07 |
|                                   |        |          | STMWTR     | BILL DATE 8/12/25 UTILITY CHARGES                  | \$77.40    |
|                                   |        |          | TRANSITOP  | BILL DATE 8/12/25 UTILITY CHARGES                  | \$159.31   |
|                                   |        |          | TRNSPN     | BILL DATE 8/12/25 UTILITY CHARGES                  | \$1,025.68 |
|                                   |        |          | WATER      | BILL DATE 8/12/25 UTILITY CHARGES                  | \$1,454.29 |
|                                   |        |          | WSTWTR     | BILL DATE 8/12/25 UTILITY CHARGES                  | \$1,312.41 |
| VWR INTERNATIONAL LLC             | 120467 | 9/4/2025 | WSTWTR     | BPO-PW-WWTP-LAB SUPPLIES                           | \$1,083.72 |
| WASHINGTON STATE SUPPORT REGISTRY | 120386 | 9/4/2025 | ADMSVC     | Payroll Run 1 - Warrant 090425                     | \$535.16   |
| WAYSTAR                           | 120468 | 9/4/2025 | FIRE       | BPO FIRE - WAYSTAR - AMBULANCE BILLING             | \$263.00   |



# Voucher's Payable

| Vendor Name                                | Ck#    | Ck Date  | Department | Description                                        | Total          |
|--------------------------------------------|--------|----------|------------|----------------------------------------------------|----------------|
| WESTERN RECYCLERS INC                      | 400661 | 9/4/2025 | FINANCE    | BPO - FIN - WESTERN RECYCLERS - SHREDDING          | \$58.00        |
|                                            |        |          | HR         | BPO - FIN - WESTERN RECYCLERS - SHREDDING          | \$29.00        |
|                                            |        |          | LIBRARY    | BPO - LIB - RECYCLING SERVICES FEE                 | \$52.00        |
|                                            |        |          | POLICE     | BPO PD SHREDDING SERVICES                          | \$52.00        |
|                                            |        |          | TRNSPN     | BPO - PW OFFICE - SHREDDING SERVICES               | \$17.00        |
| WHATSAMATHER CONSULTING                    | 400662 | 9/4/2025 | POLICE     | PD-REG-TOPP/DONNERBERG-PUBLIC SAFETY LEADERSHIP TH | \$4,000.00     |
| WHITNEY EQUIPMENT CO INC                   | 120469 | 9/4/2025 | WSTWTR     | PW-WWTP-DO SYSTEM TROUBLESHOOTING                  | \$3,410.00     |
| WSCCCE                                     | 120387 | 9/4/2025 | ADMSVC     | Payroll Run 1 - Warrant 090425                     | \$1,539.30     |
| WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP | 120376 | 9/4/2025 | ADMSVC     | Payroll Run 1 - Warrant 090425                     | \$5,300.00     |
| ZOLL MEDICAL CORPORATION GPO               | 120470 | 9/4/2025 | SETTLEMENT | PD - ZOLL AED PLUS SEMI-AUTOMATIC PACKAGE          | \$24,093.75    |
| Total                                      |        |          |            |                                                    | \$1,494,130.91 |



## CITY COUNCIL MEETING AGENDA ITEM SUMMARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>PURCHASE OF TWO TRANSIT BUSES<br>THROUGH TIPS COOPERATIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>AGENDA NO.</b> VII. A.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>On June 23, 2025, Council approved FTA 5539 Statewide Funding Agreement C2579LT with the Idaho Transportation Department in the amount of \$284,240, to be matched locally with City funds. The agreement supports the purchase of two light-duty transit buses, with a maximum total value (including local match) of \$355,300.<br><br>After evaluating various cooperative purchasing avenues, staff recommends utilizing The Interlocal Purchasing System (TIPS) cooperative to purchase two Turtle Top Terra Transit buses from ABC Bus Company. The City's membership with TIPS was approved by Council on November 13, 2023. <ul style="list-style-type: none"><li>• Total quoted cost for buses: \$331,995.68</li><li>• Additional estimated \$12,000 for local purchase and installation of essential enhancements (mobile data terminals, traffic warning devices, graphical wraps).</li><li>• Enhancement costs are estimates due to the 12-month bus build time, based on past expenditures adjusted for inflation</li><li>• Total estimated cost: \$343,995.68</li></ul> |                                                                         |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>The proposed purchase will utilize \$275,196.54 in Federal Transit Administration (FTA) funds from the 5539 Statewide Funding Agreement C2579LT. The required local match of \$68,799.14 will be provided through \$66,399.14 from the Fleet Replacement Fund and \$2,400 from the Transit Division's operating funds. This purchase is included in the FY25 budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                         |
| <b>ACTION PROPOSED</b><br><br>Staff request City Council's approval to purchase two (2) Turtle Top Terra Transit buses from ABC Bus Company through The Interlocal Purchasing System (TIPS) cooperative in the amount of \$331,995.68, plus \$12,000 for ancillary enhancements, for a total estimated project cost of \$343,995.68.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                         |



**To:** Lewiston City Council

**From:** Chris Usher, Transit Manager

**CC:**

**Date:** August 27, 2025

**Re:** Approval of transit bus purchase through TIPS cooperative

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On June 23<sup>rd</sup>, 2025, Council approved FTA 5539 Statewide Funding Agreement C2579LT between the City and the Idaho Transportation Department in the amount of \$284,240, to be matched locally with City funds to purchase two light-duty buses. The maximum total value of this funding agreement, including 20% local matching funds, would be \$355,300.

After research into several purchasing cooperative avenues, staff would like to purchase from The Interlocal Purchasing System (TIPS) cooperative. Council approved the City's membership with TIPS at the November 13, 2023, meeting. Staff proposes utilizing an estimated \$275,196.54 of funds from FTA 5539 Statewide Funding Agreement C2579LT, along with an estimated local match amount of \$68,799.14: \$66,399.14 from fleet replacement funds for the purchase of the buses, and \$2,400 from Transit for essential enhancements.

The breakdown of expenses includes a quote of \$331,995.68 for the buses themselves, through the TIPS cooperative, accompanied by an additional \$12,000 intended for the purchase and local installation of essential enhancements, including transit mobile data terminals, traffic warning devices and graphical wraps. Quotes for essential enhancements are not attainable due to the approximate 12 month build time of the buses; costs are based on past expenses and adjusted for inflation. Total estimated costs of acquiring and outfitting two light-duty buses for service would be approximately \$343,995.68.

Staff requests the City Council's approval of the quoted amount of \$331,995.68 from ABC Bus Company via The Interlocal Purchasing System (TIPS), supplemented by an additional \$12,000 for ancillary equipment.

Your support in endorsing this proposal will enable the Transit Division to expediently procure these necessary assets, ensuring our continued operational reliability, efficiency, and safety for our staff and citizens.

**SUPPLEMENTARY CONDITIONS FOR TRANSIT BUS PURCHASE-TIPS  
CONTRACT#230204**

**1. Scope of Work**

- a. The vendor shall provide two (2) transit buses as outlined in the specifications provided in Exhibit A.
- b. Delivery shall be made to Fleet Maintenance Services at 1214 Warner Ave, Lewiston, ID 83501 after the issuance of the purchase order.

**2. Federal Compliance**

The Vendor shall comply with all Federal Transit Administration (FTA) requirements, including Buy America, disadvantaged business enterprise (DBE) obligations, and Title VI non-discrimination requirements.

All materials and components must adhere to Buy America standards under 49 U.S.C. §5323(j) and 49 CFR Part 661.

**3. Specifications and Compliance**

Vendor must ensure all buses fully meet the technical specifications in Exhibit A and all applicable FTA requirements.

Any modifications or deviations from these requirements must be preapproved in writing by the City prior to delivery.

**4. Quality Assurance and Warranty**

- a. The Vendor warrants that all buses supplied will be free from defects in materials, workmanship, and design for the warranty period set forth in Exhibit A, commencing upon the City's written acceptance of each unit.
- b. The warranty shall include the cost of repairs, replacements, and labor necessary to address defects identified during the warranty period.
- c. The Vendor is responsible as the sole point-of-contact for warranty issues and will bear 100% of the cost for covered repairs and labor, including any TIPS contract extended warranties.
- d. The City's Equipment Services Manager will notify the Vendor of required repairs during standard business hours. The method for completing warranty repairs will be established jointly and may include:

Vendor Service Shop: Repairs are performed at the Vendor's facility.

On-Site Vendor Repairs: By mutual agreement, the Vendor's field mechanic may perform repairs on City property, with advance notice and compliance with all City safety and legal requirements, including valid Idaho workers' compensation insurance.

City Service Shop Repairs: By Vendor request and subject to City workload, City staff may perform repairs. The Vendor must provide all required parts at no expense to the City and reimburse the City for labor and parts.

Alternate Means: Any other mutually acceptable method that results in no cost to the City.

e. These warranty obligations are in addition to any statutory or contract rights.

## **5. Pricing and Payment**

a. The total contract price is \$331,995.68, inclusive of all duties and delivery costs. State sales and federal excise taxes are excluded, with exemption certificates provided upon request.

b. Payment terms shall be net 30 days from the latter of (i) written acceptance of both vehicles after inspection and correction of deficiencies or (ii) receipt of invoice.

## **6. Insurance and Liability**

The Vendor shall maintain insurance coverage as required by the TIPS contract.

The Vendor assumes all risk for loss or damage in transit or resulting from manufacturing defects until the buses are accepted by the City.

## **7. Delivery**

If the Vendor cannot fulfill any part of this order within the specified delivery time (approximately 300 days), the Vendor must notify the City immediately.

In the event of unreasonable delays, nonconformity, or other defaults, the City may cancel all or part of the order and procure buses from other sources.

## **8. Dispute Resolution**

Any dispute must be set forth in writing. The parties agree to attempt resolution through good-faith negotiation. If unresolved, the parties will engage in non-binding mediation or another mutually agreed-upon alternative dispute process before initiating litigation. Each party covers its own professional fees; mediator's fees are split equally.

## **9. Confidentiality**

This Agreement and related communications and deliverables are subject to the Idaho Public Records Act, I.C. §§74-101 et seq., and other applicable laws and may be subject to disclosure.

## **10. Indemnification**

To the fullest extent permissible by law, Vendor shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively “Claims”) to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Vendor, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Vendor, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Vendor, its officers, officials, or employees, then Vendor shall defend such allegation through counsel chosen by Vendor, but acceptable to City, and Vendor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

- This indemnification provision shall survive the expiration or termination of this Agreement. Vendor’s indemnification and defense obligations herein shall extend to Claims occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws. To the fullest extent permitted by law, the Vendor will indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its officials from any claims, losses, or liabilities arising from the negligence or other actionable conduct of the Vendor or its representatives in connection with this contract. This obligation survives contract expiration or termination.
- Indemnification does not apply to City operation, custody, or control of the buses, except as otherwise set forth herein.

#### **11. Choice of Law and Venue**

- Idaho law governs this Agreement, with venue for disputes in the Second Judicial District, Nez Perce County, Idaho.

#### **12. Amendments**

- Any amendment or modification to this Agreement must be in writing and signed by both parties.

#### **13. Counterparts**

- This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all constitute a single instrument.

#### **14. State of Idaho Contract Requirements**

The following provisions are included solely to comply with Idaho law.

- **Anti-Boycott of Israel:** If this contract is valued at \$100,000 or more and the Vendor (Consultant) has ten or more employees, the Vendor certifies it is not engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by Idaho Code §67-2346 for the contract’s term.

- **No Public Funds for Abortion:** Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.
- **No Contact with Government of China:** Where applicable, as required by Idaho Code §67-2359, the Vendor certifies it is not, and will not become, owned or operated by the government of China for this contract’s term.
- **Prohibition on Contracts with Companies Boycotting Certain Sectors.** If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:

CITY OF LEWISTON

By: \_\_\_\_\_

Name: Daniel G. Johnson

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: Tanya Brocke

Title: City Clerk

Date: \_\_\_\_\_

VENDOR:

By: AEQ \_\_\_\_\_

Name: George Altevogt

Title: Vice President, SVT

ABC Companies / ABC Texas Bus Sales, Inc.

Date: 9/2/2025 \_\_\_\_\_

City of Lewiston

PROPOSAL FORM

TIPS CONTRACT 230204 TRANSIT BUSES

Having read the specifications and noted and described any exceptions, the proposer hereby proposes to manufacture and/or furnish to the City of Lewiston, subject to acceptance of this proposal, the buses as per the attached specifications. Prices are F.O.B. Destination 1214 Warner, Lewiston, Idaho and without taxes.

NAME OF BUSINESS: ABC Texas Bus Sales, Inc.

ADDRESS: 1702 S. Great Southwest Parkway Grand Prairie, TX 75051

WARRANTY WORK —Name and Address of Shop:

Warranty work to be completed by competent repair facility and/or OEM manufacturer.

Does any feature on a proposed bus require WARRANTY WORK to be done elsewhere? (Y/N)

Yes X

If Yes, indicate what feature(s) and the name and address of the

shop(s) Ford Motor Company - Dealer Network

NAME OF CONTACT PERSON for questions related to this proposal:

George Altevgt

CONTACT PERSON'S PHONE NUMBER 410-353-5353

CONTACT PERSON'S EMAIL galtevgt@abc-companies.com

AUTHORIZED SIGNATURE FOR PROPOSER Altevgt

PRINTED NAME & TITLE Vice President, SVT

TELEPHONE 410-353-5353

Email galtevogt@abc-companies.com

## **FEDERAL TERMS AND CONDITIONS**

This procurement is being funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this invitation for bids.

### **NATIONAL DEFENSE AUTHORIZATION ACT**

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries. A country is covered by the restriction if it—

“(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of [December 20, 2019];

“(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

“(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).”

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud

Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **FLY AMERICA**

49 U.S.C. § 40118, 41 C.F.R. part 301-10, 48 C.F.R. part 47.4

a) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

#### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

\_\_\_\_\_ A-44 (End of statement) e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

### **DISADVANTAGED BUSINESS ENTERPRISE**

#### 49 CFR Part 26

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily

completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(f) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

## **ENERGY CONSERVATION**

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

### **Access to Records and Reports**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## **CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. § 55305, 46 C.F.R. part 381

## Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q 33, U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## **CLEAN WATER**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

Civil Rights and Equal Opportunity

The City of Lewiston is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against

individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **ACCESS FOR INDIVIDUALS WITH DISABILITIES**

### **49 U.S.C. § 5301(d)**

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

## **EMPLOYEE PROTECTIONS**

49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, 29 C.F.R. part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. part 1926

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

## **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of Lewiston. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **TERMINATION**

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

1. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

2. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. In the case of a termination for breach or default, the City may, in its sole discretion, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

The City of Lewiston shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract. 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and A-76 4. The right to money damages. For purposes of this Contract, breach shall include [the City to define]. Rights and Remedies of Contractor Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City of Lewiston, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance. Remedies Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

## Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Coordinator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Coordinator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Coordinator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The Vendor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

AEA Signature of Vendor's Authorized Official

George Altevogt, Vice President SVT Name and Title of Vendor's Authorized Official

9/2/2025 Date



## FEDERAL CERTIFICATIONS

### LOBBYING RESTRICTIONS (3 Pages-Page 1)

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

## LOBBYING RESTRICTIONS (3 Pages-Page 2)

The Contractor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

AEQ

Signature of Contractor's Authorized Official

George Altevogt, Vice President SVT

Name and Title of Contractor's Authorized Official

9/2/2025

Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                 |                                                                                                                                       |                                                                                                                                                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                       |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award |                                                                                                                                       | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |  |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known:                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known: |                                                                                                                                                                                                                  |  |
| <b>6. Federal Department/Agency:</b><br><br><br>Congressional District, if known:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                 | <b>7. Federal Program Name/Description:</b><br><br><br>CFDA Number, if applicable:                                                    |                                                                                                                                                                                                                  |  |
| <b>8. Federal Action Number, if known:</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                 | <b>9. Award Amount, if known:</b><br>\$ _____                                                                                         |                                                                                                                                                                                                                  |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(If individual, last name, first name, MI):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                 | <b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i> |                                                                                                                                                                                                                  |  |
| <b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |  |                                                                                                                                                                                 | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____                                             |                                                                                                                                                                                                                  |  |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                 |                                                                                                                                       | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)                                                                                                                                               |  |

## BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a >70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

### *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the applicable regulations in 49 CFR Part 661.11.

Date 9/2/2025

Company Name ABC Texas Bus Sales, Inc.

Signature 

Printed Name George Altevogt

Title Vice President, SVT

### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT FOR BUY AMERICA LISTING OF COMPONENT AND  
SUBCOMPONENT PARTS OF THE VEHICLE(S) BEING PURCHASED**

This form is provided for the Manufacturer to list component and subcomponent parts of the vehicle procurement. *This is a material submission and failure to provide the Buy America certification and attached documentation will result in automatic disqualification of the bid.* Use additional sheets as necessary.

| <u>Component &amp; Subcomponent Parts</u> | <u>Manufacturer</u> | <u>Country of Origin</u> | <u>\$Cost</u> |
|-------------------------------------------|---------------------|--------------------------|---------------|
|-------------------------------------------|---------------------|--------------------------|---------------|

List all:

Buy America Pre/Post Award audits to be provided on separate document.

Date: 9/2/2025

Signature: ALCO

Company Name: ABC Texas Bus Sales, Inc.

Title: Vice President, SVT

**ATTACHMENT FOR BUY AMERICA LISTING OF FINAL ASSEMBLY LOCATION  
AND DESCRIPTION FOR THE VEHICLE(S) BEING PURCHASED**

This form is provided for the Manufacturer to list Final Assembly Point and to Describe Activities at that location. *This is a material submission and failure to provide this certification and attached documentation will result in automatic disqualification of the bid.* Attach additional sheets as necessary.

Provide Name and Address of the Final Assembly Point facility:

Turtle Top  
67819 IN-15  
New Paris, IN 46553

Identify and describe the Activities that occur at the Final Assembly Point and Costs of Final Assembly:

Buy America Pre/Post Award audits to be provided on separate document.

Date: 9/2/2025

Signature: MEQ

Company Name: ABC Texas Bus Sales, Inc.

Title: Vice President, SVT

## **Certification of Compliance with FTA Bus Testing Requirements (2 Pages-**

Page 1)

### **49 U.S.C. 5318(e), CFR Part 665**

**Bus Testing** -The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FT A's

implementing regulation at 49 CFR Part 665 shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the same configuration and major components as the vehicle in the test report, which must be provided to the recipient before the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FT A's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

### **49 U.S.C. 5318(e)**

## 49 CFR Part 665

### Certificate of Non-Compliance

The bidder hereby certifies that it complies with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for

### Certification of Compliance with FTA Bus Testing Requirements (2 Pages-Page 2)

an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date 9/2/2025

Signature Geo

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## **Pre-Award and Post-Delivery Audit Requirements {1 Page-Page 1}**

### **49 U.S.C. 5323**

### **49 CFR Part 663**

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall present documentation that lists 1) component and subcomponent parts of the rolling stock to be purchased identified by the manufacturer of the parts, their country of origin, and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or the manufacturer's certified statement the contracted buses will not be subject to FMVSS regulations.

### **Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date 9/2/2025

Signature AEA

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

**Privacy Act** (1 Page-Page 1}

**5 U.S.C. 552**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*Note: This certification must be completed by an authorized official of the Transit Vehicle Manufacturer (TVM)*

The manufacturer hereby certifies that it has complied with the requirements of 49 CFR 26.49, participation by Disadvantage Business Enterprises in DOT programs, by submitting a current annual DBE/WBE goal to the FTA and that our goals have either been approved or not been disapproved by the FTA.

Date 9/2/2025

Company Name ABC Texas Bus Sales, Inc.

Signature 

Printed Name Geroge Altevogt

Title Vice President, SVT

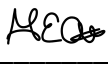
## Compliance with Federal Transit Administration (FTA) and Other

### Federal Requirements and Clauses (1 page)

The (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the contract terms, conditions, and specifications, including all applicable FTA requirements.

Upon request of the Authority or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as proof of the steps it has taken to ensure subcontractor performance, and submit evidence of subcontractor's compliance, at all tiers.

Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

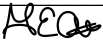
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Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

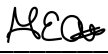
Title Vice President, SVT

## Transit Vehicle Manufacturer Certification (1 page)

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 40 CFR Part 26.49 regarding the participation of Disadvantaged Business Enterprises (DBEs) in FTA-assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification: I, at this moment, certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by the said bidder to make this certification.

Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

## **Americans with Disabilities Act (ADA) (1 page)**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794; 49 use§ 5301(d); and any implementing requirements FTA may issue. These regulations provide that no disabled individual, solely because of their handicap, be excluded from participation, denied the benefits of, or subjected to discrimination under any program or activity included in or resulting from this Agreement.

Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

## Certification of Specification Deviation Compliance

I certify that the proposal submitted by ABC Bus, Inc. for the City of Lewiston under

**ABC Texas Bus Sales, Inc.**

TIPS contract 230204 complies with the Technical Specification or that deviations that have been submitted and are "brand name, equal or equivalent" in performance for the vehicle being offered. Additionally, "In all cases of submitted deviations, manufacturers and/or dealers certify that their submitted deviations meet or exceed the current Federal and Federal Transit Administration (FTA) requirements for transit vehicles".

Date 9/2/2025

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

## **Other Federal Requirements**

The following requirements are not federal clauses.

### Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

### Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this

contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

#### Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

#### Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response,

Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

#### Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

#### Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

#### Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

#### Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

#### CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

#### Veterans Preference.

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

#### Safe Operation of Motor Vehicles.

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### Section 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The City of Lewiston and its sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Covered Foreign Country means the People's Republic of China.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The Vendor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

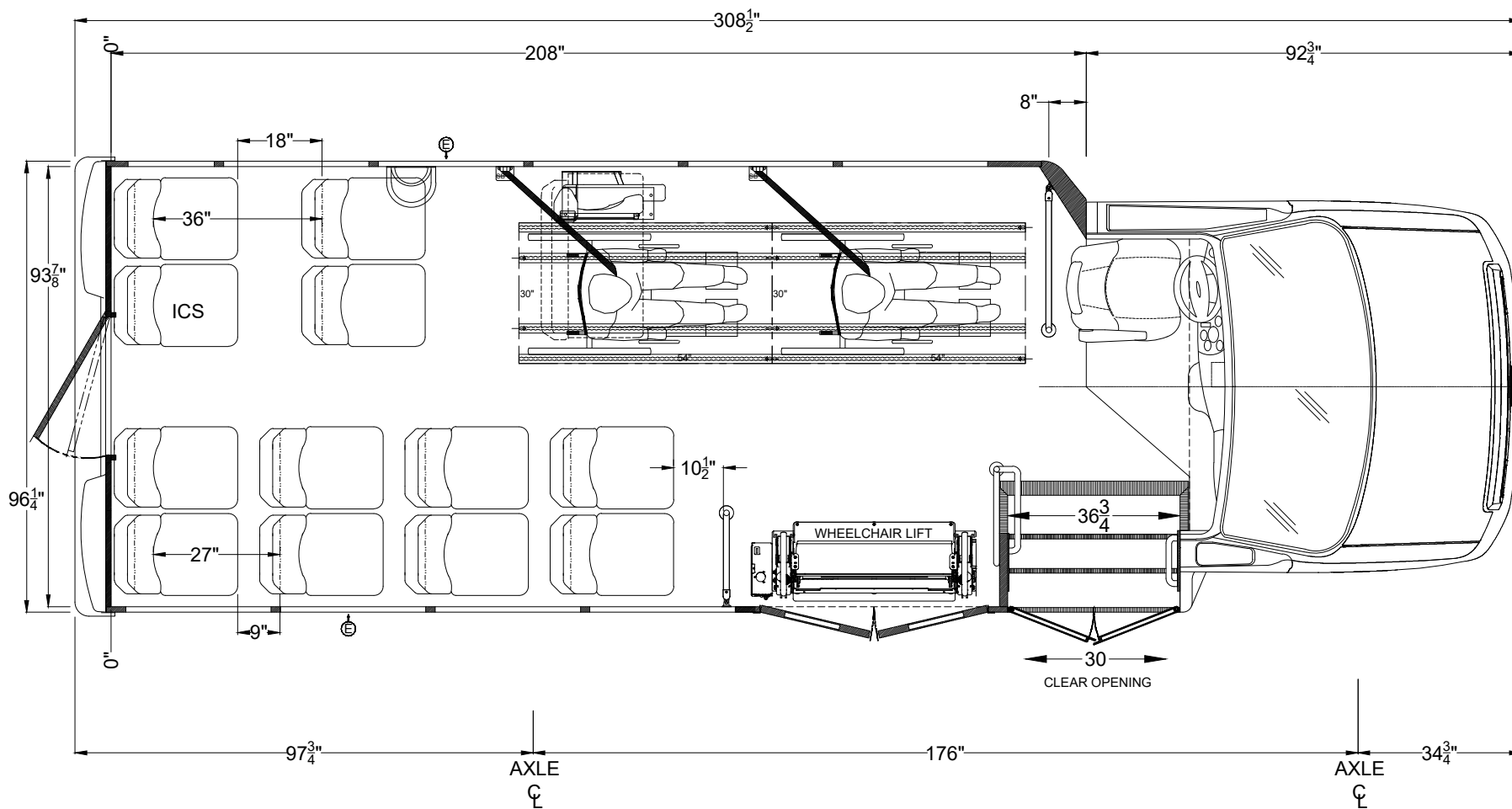


\_\_\_\_\_  
Signature of Vendor's Authorized Official

George Altevoigt Vice President SVT Name and Title of Vendor's Authorized Official

9/2/2025 Date

|                                                                                                                                                                     |                                                                                |                       |               |                                                                              |                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------|---------------|------------------------------------------------------------------------------|---------------------------|
|   |                                                                                | Contract No:          | TIPS#230204   | Date Prepared:                                                               | 8/21/2025                 |
|                                                                                                                                                                     |                                                                                |                       |               |                                                                              |                           |
| Buying Agency:                                                                                                                                                      | City of Lewiston, ID                                                           |                       | Contractor:   | ABC Companies                                                                |                           |
| Contact Person:                                                                                                                                                     | Suzanne Seigneur                                                               |                       | Prepared By:  | George Altevogt                                                              |                           |
| Phone:                                                                                                                                                              | 208-298-1344                                                                   |                       | Phone:        | 410-353-5353                                                                 |                           |
| Fax:                                                                                                                                                                |                                                                                |                       | Fax:          |                                                                              |                           |
| Email:                                                                                                                                                              | <a href="mailto:sseigneur@cityoflewiston.org">sseigneur@cityoflewiston.org</a> |                       | Email:        | <a href="mailto:galtevogt@abc-companies.com">galtevogt@abc-companies.com</a> |                           |
| Vehicle Base Description: Turtle Top Terra Transit MD - 208FL                                                                                                       |                                                                                |                       |               |                                                                              |                           |
| A. Product Item Base Unit Price Per Contractor's TIPS Contract:                                                                                                     |                                                                                |                       |               |                                                                              | \$ 96,484.80              |
| B. Additional Options - Itemize below - Attach additional sheet(s) if necessary - Include quantity and description of option:                                       |                                                                                |                       |               |                                                                              |                           |
| Qty                                                                                                                                                                 | Description                                                                    |                       |               | Cost                                                                         | Extended Cost             |
| 1                                                                                                                                                                   | Kubota Key Switch                                                              |                       |               | \$ 218.00                                                                    | \$ 218.00                 |
| 1                                                                                                                                                                   | Chassis Stretch - 176"                                                         |                       |               | \$ 1,812.50                                                                  | \$ 1,812.50               |
| 1                                                                                                                                                                   | Rear Emergency Door w/ 2 Windows                                               |                       |               | \$ 1,093.00                                                                  | \$ 1,093.00               |
| 1                                                                                                                                                                   | Spheros 90k BTU A/C - Roof Mount                                               |                       |               | \$ 950.00                                                                    | \$ 950.00                 |
| 1                                                                                                                                                                   | Heater Auxiliary - 65k BTU                                                     |                       |               | \$ 80.00                                                                     | \$ 80.00                  |
| 1                                                                                                                                                                   | Heater Booster Pump                                                            |                       |               | \$ 337.00                                                                    | \$ 337.00                 |
| 1                                                                                                                                                                   | Heater - Step Tread Electric                                                   |                       |               | \$ 312.00                                                                    | \$ 312.00                 |
| 1                                                                                                                                                                   | Braun Century 2 - 1000lb Wheelchair Lift                                       |                       |               | \$ 9,181.00                                                                  | \$ 9,181.00               |
| 1                                                                                                                                                                   | Wheelchair Door - Double w/ Window                                             |                       |               | \$ 1,606.00                                                                  | \$ 1,606.00               |
| 2                                                                                                                                                                   | Q-Straint Deluxe w/ 30" L Track                                                |                       |               | \$ 862.00                                                                    | \$ 1,724.00               |
| 1                                                                                                                                                                   | Tie Down Storage System (TDSS)                                                 |                       |               | \$ 125.00                                                                    | \$ 125.00                 |
| 1                                                                                                                                                                   | Q-Straint Storage Bag                                                          |                       |               | \$ 62.00                                                                     | \$ 62.00                  |
| 222                                                                                                                                                                 | L Track (per inch)                                                             |                       |               | \$ 7.50                                                                      | \$ 1,665.00               |
| 1                                                                                                                                                                   | Battery Storage Box w/ Stainless Steel Tray                                    |                       |               | \$ 1,362.00                                                                  | \$ 1,362.00               |
| 1                                                                                                                                                                   | Body Disconnect Switch - Located in Battery Box                                |                       |               | \$ 119.00                                                                    | \$ 119.00                 |
| 1                                                                                                                                                                   | Exit Warning Light & Alarm - All Exits                                         |                       |               | \$ 187.00                                                                    | \$ 187.00                 |
| 1                                                                                                                                                                   | LED Center Brake Light                                                         |                       |               | \$ 56.00                                                                     | \$ 56.00                  |
| 1                                                                                                                                                                   | Locking Fuel Door                                                              |                       |               | \$ 131.00                                                                    | \$ 131.00                 |
| 2                                                                                                                                                                   | Stanchion/Modesty Panel                                                        |                       |               | \$ 500.00                                                                    | \$ 1,000.00               |
| 1                                                                                                                                                                   | Driver Safety Shield - Mounted to Modesty Panel                                |                       |               | \$ 162.00                                                                    | \$ 162.00                 |
| 1                                                                                                                                                                   | Stanchion Pole w/ Right Hand Assist Entry                                      |                       |               | \$ 437.00                                                                    | \$ 437.00                 |
| 1                                                                                                                                                                   | Tow Hooks - Rear                                                               |                       |               | \$ 137.00                                                                    | \$ 137.00                 |
| 1                                                                                                                                                                   | Driver Running Board - Diamond Plate                                           |                       |               | \$ 244.00                                                                    | \$ 244.00                 |
| 1                                                                                                                                                                   | Remote/Heated Driver Mirrors                                                   |                       |               | \$ 431.00                                                                    | \$ 431.00                 |
| 1                                                                                                                                                                   | Freedman Sport 2.0 Driver Seat w/ Arm Rest                                     |                       |               | \$ 1,293.75                                                                  | \$ 1,293.75               |
| 1                                                                                                                                                                   | Adnik Power Seat Pedestal - Driver                                             |                       |               | \$ 644.00                                                                    | \$ 644.00                 |
| 1                                                                                                                                                                   | Freedman Featherweight Mid High Double - Foldaway                              |                       |               | \$ 1,475.00                                                                  | \$ 1,475.00               |
| 5                                                                                                                                                                   | Freedman Featherweight Mid High Double - Fixed                                 |                       |               | \$ 681.00                                                                    | \$ 3,405.00               |
| 1                                                                                                                                                                   | TransSign 12V Front/Side Destination Signs                                     |                       |               | \$ 6,376.00                                                                  | \$ 6,376.00               |
| 1                                                                                                                                                                   | As Built Wiring Diagrams - USB Flash Drive                                     |                       |               | \$ 375.00                                                                    | \$ 375.00                 |
| 1                                                                                                                                                                   | Freedman ICS Double Seat - Fixed                                               |                       |               | \$ 2,362.00                                                                  | \$ 2,362.00               |
| 1                                                                                                                                                                   | 4" Solid Amber Lights - Front & Rear - Driver Toggle                           |                       |               | \$ 824.00                                                                    | \$ 824.00                 |
| 1                                                                                                                                                                   | Additional Key - Ignition & Body                                               |                       |               | \$ 125.00                                                                    | \$ 125.00                 |
| 1                                                                                                                                                                   | Liquid Spring Suspension System                                                |                       |               | \$ 10,810.00                                                                 | \$ 10,810.00              |
| 1                                                                                                                                                                   | Sportworks DL-2 Bike Rack                                                      |                       |               | \$ 2,250.00                                                                  | \$ 2,250.00               |
| 1                                                                                                                                                                   | Safety Vision - 7 Camera System                                                |                       |               | \$ 5,724.00                                                                  | \$ 5,724.00               |
| 1                                                                                                                                                                   | 2" DOT Tape - Rear Bumper                                                      |                       |               | \$ 100.00                                                                    | \$ 100.00                 |
| 1                                                                                                                                                                   | Diamond NV Fare Box w/ 2 Vaults                                                |                       |               | \$ 3,185.00                                                                  | \$ 3,185.00               |
| 1                                                                                                                                                                   | Stop Request System w/ Pull Cords & 2 ADA Buttons                              |                       |               | \$ 862.50                                                                    | \$ 862.50                 |
| 1                                                                                                                                                                   | Public Address System - Through Radio w/ External Speaker                      |                       |               | \$ 362.50                                                                    | \$ 362.50                 |
| 1                                                                                                                                                                   | "Watch Your Step" - Top Step Riser                                             |                       |               | \$ 25.00                                                                     | \$ 25.00                  |
|                                                                                                                                                                     |                                                                                |                       |               | Subtotal B                                                                   | \$ 63,630.25              |
| Quantity Ordered:                                                                                                                                                   | 2                                                                              | X = Subtotal of A + B | \$ 160,115.05 | =                                                                            | Subtotal C: \$ 320,230.10 |
| D. TIPS Contract Usage Fee                                                                                                                                          |                                                                                |                       |               |                                                                              | Subtotal D: \$ 350.00     |
| F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation                                                                                        |                                                                                |                       |               |                                                                              |                           |
| Qty                                                                                                                                                                 | Code                                                                           | Description           | Cost          | Total                                                                        |                           |
| 2                                                                                                                                                                   |                                                                                | Freight               | \$ 3,950.00   | \$ 7,900.00                                                                  |                           |
| 2                                                                                                                                                                   |                                                                                | Ford MY 2025/2026     | \$ 4,303.00   | \$ 8,606.00                                                                  |                           |
| 2                                                                                                                                                                   |                                                                                | Options Credit - 4%   | \$ (2,545.21) | \$ (5,090.42)                                                                |                           |
|                                                                                                                                                                     |                                                                                |                       | Subtotal E :  | \$ 11,415.58                                                                 |                           |
| Estimated Delivery Date:                                                                                                                                            |                                                                                |                       | TBD           | G. Total Purchase Price (C+D+E): \$ 331,995.68                               |                           |



## NOTES

FILE NAME: 250707-A1\_FD30\_FLD\_12 FW SEAT\_1 DOUBLE FOLDS\_2 WC LOCATIONS

CONTACT TURTLE TOP AT 800-269-2105 FOR  
AVAILABILITY OF THIS FLOOR LAYOUT IF  
DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE:  
7/7/2025

☒ 3 STEP ENTRY

# TERRA TRANSIT

☐ 2 STEP ENTRY  
W/ WHEEL WELLS

"THIS DRAWING  
AND THE  
INFORMATION  
CONTAINED  
THEREON ARE  
THE EXCLUSIVE  
PROPERTY OF  
TURTLE TOP AND  
SHALL NOT BE  
COPIED OR  
DUPLICATED IN  
ANY MANNER  
WITHOUT OUR  
WRITTEN  
CONSENT"

DRAFTSMAN NOTES:

\*ADDITIONAL WC TRACK: 415"

TURTLE TOP BODY MODEL:  
TERRA TRANSIT

OVER ALL LENGTH:  
25' 8.5"

CHASSIS MAKE:  
FORD E450

ORDER NUMBER:  
QUOTE

DRAFTSMAN: AND REVISION: ORIG. DNS

DIMENSIONING TOLERANCE = +/- .3"

FLOOR LENGTH:  
208"

CHASSIS FUEL TYPE:  
GAS

CHASSIS GVWR:  
14,500 lbs.

DRAWING NUMBER:  
250707-A1 of 160



# TURTLE TOP

"To furnish the customer the best mid-sized  
bus in the industry in both quality of material  
and workmanship."



**Turtle Top Terra Transit MD – Ford E450**  
**City of Lewiston, ID**  
**TIPS Contract #230204**

**Chassis Specifications:**

2026 Ford E450  
7.3L V8 gasoline  
6-Speed automatic transmission  
Wheelbase: 176"  
Tires: 22575R 16E BSW  
Nitrogen tire inflation  
14,500# GVWR  
Alternator: 240amp  
Fuel tank: 55 gallons  
Rear tow hooks  
Front end alignment post-production  
Spare keys (1) for chassis and body, total of three (3)  
Liquid Spring suspension system

**Body Conversion:**

Five-sided roll cage with rust inhibitor  
Underbody foam sealed and undercoated  
Nobel Select composite exterior sidewalls  
Fiberglass front & rear caps  
Tinted t-slide windows 31" x 36"  
Interior height: 76"  
Electric bi-fold entrance door: 30" clear opening  
Kubota key for ambulatory entrance door  
Rear emergency door with upper and lower windows  
Diamond plate driver running board  
Locking fuel door  
Heavy duty steel bumper, powder coated black

**Flooring:**

Coosa composite  $\frac{3}{4}$ " subfloor  
Altro 2.2mm floor covering, black  
Flooring cove-molded to seat rail  
Raised, flat floor

**Passenger Seating:**

Freedman Featherweight Mid High notch back foldaway double seats (1)  
Freedman Featherweight Mid High rigid double seats (5)  
Freedman Double ICS seats (1)  
Manual lap belts  
Freedman Level #1 seat covers, TBD by City of Lewiston

**Driver Seating:**

Freedman Sport 2.0 driver seat with right hand arm rest  
Adnik power seat base  
Seat covered in Level #1 fabric, TBD by City of Lewiston

**Safety:**

Interior driver mirror, 6" x 16"  
Remote/heated driver's mirrors  
Stanchion pole w/ modesty panel & plexiglass barrier located behind driver  
Stanchion pole w/ modesty panel located behind wheelchair lift  
Stanchion pole with right hand assist rail  
Stanchion pole with left hand assist located to left of entrance door  
Dual overhead grab rails, stainless steel  
First aid kit, 25 unit  
Fire extinguisher, 5lbs  
Road triangle kit  
Blood bone pathogen kit  
Rear backup alarm  
Exit warning light & alarm, all exits  
Rear exit ajar light & alarm  
Seat belt cutter, shipped loose  
"Watch Your Step" in top step facing entrance  
Rosco exterior, manual driver mirrors  
Red reflectors at rear and side marker locations

**Electrical:**

Side mounted battery box with stainless steel tray  
Master body disconnect switch in battery box  
OEM AM/FM/BT radio with 4 speakers  
TransSign 12V destination signs, front/side  
As built wiring diagrams, USB flash drive  
Dual 4" amber warning lights for front and rear cap, activated on dash switch  
Color coded high temp GXL wiring harness, with positive lock weatherproof connectors  
Overhead entry lighting: LED  
Interior dome lighting: LED  
Clearance/marker lighting: LED  
Center brake light: LED  
Stop/tail/turn lights: LED  
License plate light: LED  
PA system through radio w/ external speaker  
Stop request system with pull cords & (2) ADA buttons

**Climate Control:**

Valeo 90k BTU A/C system  
Rear evaporator - 23047  
Roof mounted condenser - 25055  
TM-21 compressor  
65k BTU rear heater  
Heater booster pump  
Electric heated step tread  
Electric hot water shut-off valves

**ADA Equipment:**

Braun Century II, 1,000lb lift, 34" wide platform with lift belt  
Double wheelchair door with window  
Q-Straint Deluxe restraints (2)  
Tie Down Storage System "TDSS" (2)  
Wheelchair restraint storage bag (1)  
432" of L-track on floor for 30" x 50" continuous positions

**Transit Equipment:**

Diamond NV farebox w/ 2 vaults  
Sportworks DL-2 bike rack



Safety Vision seven (7) camera system, 4112HVR recorder  
Additional steel wheels, no tires (6), shipped loose  
2" DOT C-2 white conspicuity tape on rear bumper

**Warranty:**

Turtle Top Conversion: 5yrs/100,000 miles  
Ford Basic Vehicle: 3yrs/36,000 miles  
Ford Powertrain: 5yrs/100,000 miles  
Valeo A/C: 3yrs/unlimited miles



## **CITY COUNCIL MEETING AGENDA ITEM SUMMARY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>RESOLUTION 2025-45                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>AGENDA NO.</b> VII. B.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>The Lewiston Fire Department (LFD) seeks approval of an Affiliation Agreement with Idaho State University (ISU) to establish the City of Lewiston as a clinical preceptor site for ISU paramedic students.<br><br>This agreement provides a framework for ISU students enrolled in the paramedic program to complete their required clinical education hours with LFD under the supervision of qualified preceptors. The Agreement outlines mutual responsibilities for student placement, supervision, evaluation, compliance with HIPAA, and adherence to both ISU and LFD policies and procedures. |                                                                         |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>There is no direct financial impact on the City budget under this Agreement. The Agreement does not include provisions for compensation or reimbursement. However, there may be indirect staff time commitments associated with supervising paramedic students. These impacts can be managed within existing LFD resources.                                                                                                                                                                                                                          |                                                                         |
| <b>ACTION PROPOSED</b><br><br>Approval of the Affiliation Agreement between the City of Lewiston and Idaho State University authorizing the Lewiston Fire Department to serve as a clinical preceptor site for ISU paramedic students.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                         |



## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its **Paramedic Program** located at 1311 East Central Dr Meridian ID 83642 and **City of Lewiston, by and through the Lewiston Fire Department**, located at 1245 Idaho Street, Lewiston, ID 83501 (the "*Facility*") (each individually, a "*Party*," and collectively, the "*Parties*"), takes effect on September 3, 2025 ("*Effective Date*").

### Background

Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").

The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

### Agreement

#### 1. Mutual Responsibilities and Coordination.

- 1.1. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.
- 1.2. Non-discrimination. The parties agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, sexual orientation, gender identity, color, national origin, religion, age, mental or physical disability, veteran status, or any other protected class under applicable law.
- 1.3. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

#### 2. Definitions.

- 2.1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009) as amended.
- 2.2. "*ACCE*" means Program's academic coordinator of clinical education

#### 3. Program Responsibilities.

- 3.1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
  - 3.1.1. The Program's curriculum generally; and
  - 3.1.2. Each Experience in particular;
- 3.2. Ensure that each Student appropriately is assigned to the Experience, including:
  - 3.2.1. Evaluating the Student's competence and knowledge before the Experience begins;

- 3.2.2. Assessing Student's health before Experience begins; and
- 3.2.3. Requiring the Student to carry appropriate general and professional liability insurance;
- 3.3. Ensure that the Student is knowledgeable concerning and has prepared for:
  - 3.3.1. Transportation needed to fulfill responsibilities at the Facility;
  - 3.3.2. Room and board concurrently with the Experience; and
  - 3.3.3. Scheduling arrival at and departure from the Facility;
- 3.4. Ensure Students are made aware of and are directed to comply with Facility's applicable rules, regulations, policies, procedures, and requirements during their Experiences;
- 3.5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
- 3.6. Facilitate communication between the Parties, including:
  - 3.6.1. Appointing a member of Program's faculty to serve as ACCE;
  - 3.6.2. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
  - 3.6.3. Notifying the Facility annually of each then-current academic year's clinical education schedule;
  - 3.6.4. Notifying the Facility of each specific Student assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections 5.2 and 5.3; and
  - 3.6.5. Describing to the Facility specific Student outcome objectives for each assigned Student's Experience;
- 3.7. Direct Students to comply with and participate in all of Facility's required trainings and orientations regarding Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
- 3.8. Ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

#### 4. **Facility Responsibilities.**

- 4.1. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;
- 4.2. Provide any applicable annually updated information that is necessary to complete Program's Clinical Education Center Information form;
- 4.3. Notify the Program - no later than fifteen working days before a clinical assignment - of any change in

Facility's ability to accept the Student;

- 4.4. Provide the Student a clinical schedule averaging forty (40) hours per week;
- 4.5. Complete and return each Student evaluation according to the Program's guidelines and schedule;
- 4.6. Recognize the right of Student's to work and learn in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the Facility.
- 4.7. Inform and train the Student regarding Facility's applicable rules, regulations, policies, procedures, and schedules, including HIPAA-related policies and practices;
- 4.8. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of the member's identity;
- 4.9. Certify that as a governmental entity, it is prohibited under Idaho Code § 18-8701 et seq. from entering into a contract with a third party to use public funds for the purposes identified in that chapter.

**5. Student Experience Characteristics.**

**5.1. No Employment relationship to Either Party.**

5.1.1. *In General.* Facility's rules and regulations apply to each Student which Program assigns to an Experience.

5.1.2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including, but not limited to, liability, but instead is a Student engaged in educational Experiences as a part of the Program's curriculum.

5.1.3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:

5.1.3.1. Solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and

5.1.3.2. As workforce is defined under 45 CFR 160.103.

5.2. **Short-Notice Assignment.** In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.

5.3. **Short-Notice Cancellation.** Program retains a right to cancel a Student's Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

5.4. **Assignment Refusal.** Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice.

5.5. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:

5.5.1. The Student's unprofessional or unethical behavior;

5.5.2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;

5.5.3. The Student's failure to meet Program's prerequisite academic requirements; or

5.5.4. Any good cause, including but not limited to, any medical emergency.

## 6. **Effective Duration.**

6.1. **Term. The Agreement's term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**

6.2. Termination. Each Party has a right at any time to terminate the Agreement upon no later than sixty (60) days' advance written notice to the other Party.

6.3. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility, unless withdrawn as set forth in Student Experience Characteristics Withdrawal Section above.

## 7. **Liability.**

### 7.1. Program Commitment.

7.1.1. *Insurance*. Program at its own expense shall provide adequate liability insurance and/or self-funded coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an claims-made form. Program, at Facility's request, will deliver a certificate of financial responsibility to Facility.

### 7.1.2. *Program Responsibility:*

7.1.2.1. To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), Program will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Program shall not be responsible for the acts or omissions of Facility its officers, employees, or agents.

7.1.2.2. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

## 7.2. Facility Commitment.

7.2.1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Facility, at Program's request, will deliver a certificate of insurance to Program.

### 7.2.2. *Facility Responsibility.*

7.2.2.1. To the extent of Facility's preceding insurance coverage and permitted by applicable law, the Facility will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Facility shall not be responsible for the acts or omissions of Program.

## 7.3. Student Insurance.

7.3.1. *Student Requirement.* Student is required to have general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

7.3.2. *Program Duty.* The Program ensures that the 7.3.1 general and professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, will deliver a certificate of insurance to the Facility.

8. **Immunities.** The Parties agree Program shall retain all of its governmental immunities and protections under applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), which shall apply to the terms of this Agreement and any claims brought against Program. If Facility is a governmental entity, Facility shall also retain all of its governmental immunities and protections under applicable law.
9. **Confidentiality.** The Facility agrees to treat Student records as confidential and shall not disclose any Student records to a third-party without the prior express written consent of Student, unless such disclosure is otherwise required or permitted by applicable law.
10. **Amendment.** Any change to this arrangement requires a written amendment executed by both Parties.
11. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.
12. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

*To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature page to follow.*

| <b>Program Notification Address:</b>   | <b>Facility Notification Address:</b> |
|----------------------------------------|---------------------------------------|
| Idaho State University                 | Richie Lucas – Deputy Fire Chief      |
| General Counsel                        | Lewiston Fire Department              |
| 921 S. 8 <sup>th</sup> Ave., Stop 8410 | 1245 Idaho Street                     |
| Pocatello, ID 83209-8410               | Lewiston, ID 83501                    |

**Signed:**

**Program:**

**IDAHO STATE UNIVERSITY**



By: \_\_\_\_\_

Rex Force, PharmD

SVP & VP for Health Sciences

Date: 9/5/2025

\_\_\_\_\_

**Facility:**

**CITY OF LEWISTON, IDAHO**

By: \_\_\_\_\_

Daniel G. Johnson, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tanya M. Brocke, City Clerk

## ATTACHMENT A

### Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between \_\_\_\_\_ ("Facility") and **Idaho State University**, on behalf of its \_\_\_\_\_ Program ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

**I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.**

\_\_\_\_\_  
Student's Signature Date

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
ISU's Program Witness (Signature) Date

\_\_\_\_\_  
ISU's Program Witness Name and Title (Print)

**RESOLUTION 2025-45**

**A RESOLUTION APPROVING AN AFFILIATION AGREEMENT BETWEEN THE CITY OF LEWISTON AND IDAHO STATE UNIVERSITY; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AFFILIATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:**

SECTION 1: That an Affiliation Agreement between the City of Lewiston, an Idaho municipal corporation, and Idaho State University, an Idaho state institution of higher education, of behalf of its Paramedic Program, is hereby approved. A copy of which is attached and incorporated herein by reference.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Interlocal Agreement.

SECTION 3: This resolution shall become effective upon its passage.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Tanya M. Brocke, City Clerk



## CITY COUNCIL MEETING AGENDA ITEM SUMMARY

|                                                                                                                                                                                                                                                                    |                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>ITEM TITLE</b><br>ORDINANCE 4957                                                                                                                                                                                                                                | <b>AGENDA NO.</b> VII. C. 1. a.<br><br><b>AGENDA DATE:</b> September 22, 2025 |
| <b>ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)</b><br><br>The attached Ordinance amends City Code 35-71.1 with the addition of a disable parking space located on the east side of 8th Street near its intersection with Main Street. |                                                                               |
| <b>BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)</b><br><br>Installation of the sign, striping and maintenance for the additional spot should fit within existing budgets.             |                                                                               |
| <b>ACTION PROPOSED</b><br><br>Staff recommends approval of Ordinance 4957 to amend City Code 35-71.1.                                                                                                                                                              |                                                                               |

**CITY ORDINANCE NO. 4957**

**AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 35-71.1 ADDING AN ADDITIONAL DISABLED PARKING SPACE IN DOWNTOWN LEWISTON; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:**

SECTION 1: Lewiston City Code § 35-71.1 is hereby amended as follows:

**Sec. 35-71.1. Disabled parking spaces—Downtown.**

The following parking spaces shall be designated and identified as parking spaces for persons with a disability as provided in Idaho Code § 49-213:

...

(12) One (1) space on the west side of 2nd Street near its intersection with C Street;

(13) One (1) space on the east side of 8<sup>th</sup> Street near its intersection with Main Street.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Tanya M. Brocke, City Clerk